

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं 38]

नई बिल्ली, इानिवार, सितम्बर 16, 1972/भाव 25, 1894

No. 38]

NEW DELHI, SATURDAY, SEPTEMBER 16, 1972/BHADRA 25, 1894

इस भाग में भिन्न पृष्ट संस्था वी जाती है जिससे कि यह घलग संकलन के रूप में रखा जा सके। Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपलण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरएों हारा जारी किये गए विभिक्त ग्रावेश ग्रीर ग्रथिसुचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 1st September, 1972

S.O. 2539.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 26th August, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

REFERENCE No. 37 of 1972

PARTIES:

Employers in relation to the Allahabad Bank.

Their workmen.

PRESENT:

Sri S. N. Bagchi-Presiding Officer.

APPEARANCES:

On behalf of Employers.—Sri A. Roy, Chowdhury, Labour Adviser with Sri Dayal Das, Staff Officer. On behalf of Workmen.—Sri Laxmi Prasad Pandey, President, Allahabad Bank Indian Staff Association.

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order No. L-12012/1/72-LR-III, dated 30th May, 1972, the Government of India, in the Ministry of Labour and Rehabilitation, Department of Labour and Employment referred the following industrial dispute existing between the employers in relation to the Allahabad Bank and their workmen, to this Tribunal, for adjudication, namely:—

"Whether in view of the past service of Shri Lakhendra Prasad, Peon of Burrabazar Branch of the Allahabad Bank, the management was justified in issuing him an order dated the 23rd October 1971, appointing him afresh as a probationary Chowkidar? If not, to what relief is the workman entitled?"

2. After issuing of notices to the parties calling upon them to file their respective statement of case, on 5th June, 1972, the individual workman Sri Lakhendra Prasad, Peon of Burrabazar Branch of the Bank who is the only workman interested in this dispute filed an application before this tribunal on 14th July, 1972 where he stated that he had no dispute whatsoever against the employer Bank as he had been appointed as a Peon in

the Bank with retrospective effect from 16th February, 1970 and had been allowed all the benefits and continuity of service since that date. In the second paragraph of the letter the workman stated that he is no longer interested in being represented by the Opposite party Association meaning the Allahabad Bank Indian Staff Association. In the penaltimate paragraph of the said letter it is stated that this tribunal should record a 'no dispute' award.

- 3. The employer, Allahabad Bank, also filed an application on 12th July, 1972 before this tribunal and in paragraph 3 of the application the Bank referred to a letter addressed by the workman which is annexure A to the application wherein the workman has expressed his intention not to continue further with the case as he claims to have withdrawn the said case. The Bank in paragraph 2 of the application states that the workman has already been appointed in the Bank's service with retrospective effect from 16th February, 1970 and he has been allowed all the benefits of permanent service for the intervening period on the basis of the date of his appointment. Now these two applications were ordered to be placed today before all the parties, the workman, the Employers and the Union.
- 4. The union today has filed an application saying that the General Secretary is away from the town and he has taken all the key and everything of the office of the union. Therefore, the union prays for a week's time for submission of the views of the union. I do not find any reason for an adjournment of this matter. dispute involves a single workman. Prima facie such a dispute does not come even within Section 2A of the Industrial Disputes Act. As it was a dispute regarding employment or non-employment of the workman it could be espoused even if it is a case of single workman by the union. But the pre-condition for the union's espousing such a case of individual workman is, as has been laid down in a series of decisions by their Lordships of the Supreme Court as, (i) that a substantial number of workmen of the union must have approached the union for espousing the cause of a single work-man; (ii) the union must have by a resolution in the meeting in which such substantial number of workman have participated being interested in the single work-man's dispute, came to a definite resolution that the union should espouse the cause of the single workman because substantial number of workmen are interested in the dispute. Unless these are established prima facle a dispute regarding an individual workman's terms of employment goes beyond the scope of the Industrial Disputes not only beyond the scope of Section 2A which is not applicable here, but also beyond the scope of Section 2(k) of the Industrial Disputes Act. Collectively should be writ large in the union's representation when the dispute involves a single workman. The other point is that when the individual workman is satisfied that he has no dispute with the employer, his right to approach the tribunal before which the dispute is pending adjudication can not be whittled down either by the union or by the tribunal. He has got his birth right to come and represent his own case disregarding the union itself. Here it has been a case like this. The individual workman for whom the union apparently espoused the cause has been duly accommodated by the employer with all the benefits which he demanded of the employer and he says he has nothing more to complain and he has no further grievance. His all claims have been satisfied. I wonder how the union could have any views on such a matter. Accordingly, I do not find any substantial reason for the union to intervene in such a matter and to get an adjournment for no substantial cause and for no substantial benefit to the workman concerned. Accordingly, I reject the union's prayer.
- 5. I have examined the workman on oath and I have recorded his statement which fully corroborates his application as well as the application filed by the management. In view of the circumstances stated above.

I pass a 'no dispute' award in the dispute under Reference,

This is my award.

(Sd.) S. N. Bagchi, Presiding Officer.

Dated, August 16, 1972.

[No. L.12012/1/72/LRIII,]

S.O. 2540.—In pursuance of section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal (Central), Hyderabad in the Industrial dispute between the employers in relation to the Ruby General Insurance Company Limited, Hyderabad and their workman, which was received by the Central Government on the 23rd August, 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

PRESENT:

Sri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal (C), Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 8 OF 1970

BETWEEN:

Workman of Ruby General Insurance Company Limited, Hyderabad Branch.

AND

Management of Ruby General Insurance Company Limited, Hyderabad Branch.

APPEARANCES:

Sarvasri K. Raghava Rao and M. Panduranga Rao, Advocates.—for workman.

Sri B. K. Seshu, Hony. Secretary, Federation of A.P. Chamber of Commerce and Industry.—for management

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 40|2|70-LR I dated 9th February, 1970 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely:

"Whether the management of the Ruby General Insurance Company Limited was justified in terminating the services of Shri M. Vishwanath, a workman of the Ruby General Insurance Company Limited. Hyderabad Branch with effect from the 2nd September. 1968? If not, to what relief is Shri M. Vishwanath entitled?"

This reference was taken on file as Industrial Dispute No. 8 of 1970 and notice were issued to the parties. For the purpose of convenience the Workman is referred to as the Petitioner and the Ruby General Insurance Company Limited, Hyderabad Branch is referred to as the Respondent in the course of this Award.

2. The petitioner in his claims statement contended as follows: The petitioner joined Ruby General Insurance Company Limited. Hyderabad Branch in March. 1958 as a clerk. On 1st November, 1962 he has been promoted as Accountant by which date he was drawing a salary of Rs. 175.00 per month. He received increments from time to time and he has been drawing Rs. 425-00 as on the date of termination and an increment of Rs. 40-00 ordered on 26th May 1967, has not been given effect to. While so the Branch Manager one Sri Prestam Singh took pointed disting to him and was writing false complaints against him

to the Head Office. Out of malice the Branch Manager got min transferred to Aurangapad on 1st July, 1906. mough the transfer was malande, in obedience to the orders he joined service at Aurangapad. Not satisfied With this the branch Manager got issued an order by the Divisional Manager dated 2nd September, 1966, terminating the service of the petitioner and this order was served on the petitioner on 6th September, 1968. The order though purported to be an order of termination is in enect a cloak for dismissal as by their letter dated 17th March, 1969 (evidently the date 17th March, 1969 is a mistake for 17th March, 1968). He made several allegations of misconduct against the petitioner. No opportunity was given to the petitioner to disprove the allegations made against him. The order is in violation of principles of natural justice and is illegal. That apart, the Management has no power under the contract of Employment for passing an order of termination with one month's notice. In the absence of such a power the order of termination is illegal and void. The petitioner addressed the Management that the termination of his service without giving an opportunity to explain his charges is illegal and he also requested that the details of the allegations on the basis of which the said conclusion was arrived at might be given to him and that he might be given an opportunity to answer the ailegations. To the said letter dated 27th September, 1968 the petitioner received a letter dated 5th October, 1968 from the Divisional Manager, Bombay simply stating that his services were properly terminated and that all the dues can be collected from the Branch Office. After that the petitioner approached the Branch Office daily but ultimately on 14th October, 1968 he has been served with the latter mentioning that he would be paid notice pay of Rs. 400-00 for September, 1968 and the Puja bonus of Rs. 285-00 and Rs. 40-00 towards Salary for July, 1968 and Rs. 70-00 towards T.A. for August, 1968 and Rs. 30-00 belng the difference towards T.A. for July, 1968. The Branch Manager insisted that he should sign a final settlement Memo and receive the amount but the petitioner refused to sign and he addressed a detailed letter dated 16th October, 1968, to the Divisional Manager, Bombay for which he received a reply dated 25th October, 1968 to the effect that if iny further letter is written by him the same shall not be replied. The order of termination is illegal because the notice pay was not paid as part of the same transaction and further the order of termination is the outcome of personal malice of the Branch Manager. So the petitioner is entitled to reinstatement.

3. The respondent filed its counter contending as follows: The Petitioner employed was mainly in the managerial capacity, that is, incharge of the Accounts in the Branch Office and so the provisions of the said Act do not apply as he was not a workman. So this Tribunal has no jurisdiction to adjudicate upon the reference. The petitioner was made incharge of the Accounts Section and was drawing emoluments amounting to Rs. 425. As regards the increments of Rs. 40 the Branch Manager in good faith had recommended this increment but the Head Office rejected the same. So the petitioner is not entitled to it. It is denied that the Branch Manager took a pointed dislike to the vetitioner and was writing false complaint against him. It is denied that out of malice the Branch Manager got the petitioner transferred to Aurangabad. The order of termination dated 1st September, 1968, (evidently the date is mistake for 2nd September, 1968) was in pursuance of the inherent right of the management and was a termination simplicitor. But it is not in effect, a cloak for dismissal. In spite of the allegations made against the petitioner opportunities were given to him against the petitioner opportunities were given to rim and the petitioner was warned from time to time. The termination order is not in violation of principles of natural justice. The management has the power of passing an order of termination with one month's notice. It is denied that the Branch Manager insisted that the petitioner should sign the final settlement that the petitioner should sign the final settlement memo and receive the amounts specified in the claim

statement. Though the respondent was treating the pentioner very well, he started making talse anegations against the Branch Manager. The petitioner was advised from time to time to rectify his penaviour but with no enect. The allegations made by the pentioner were enquired it by the Divisional Manager and they were found to be paseless and so the pentioner was warned. The petitioner started neglecting ms foutine work and as well and income lax Returns were not submitted regularly. The petitioner gave advances to the stail members without prior permission of the Branch Manager. From time to time the amounts were not deposited in the Bank regularly. A memo was issued to him on 7th October, 1967, to which the petitioner replied on 11th October, 1967. The 'anguage and tenor of the reply indicates the conduct of the petitioner. Disciplinary action could have been taken on the petitioner but the respondent left that by giving him another opportunity he would improve his position. To further boost up his position in the Company he was transferred to Aurangapad to look after the existing business until which the Company was receiving from M/s. Kanash Motors, Aurangabad. Instead of attending to the business of the company and improving the same at Aurangabad the petitioner picked up quarrels with the valued clients of the company who were giving a premium of Rs. 1,50,000-00 a year. In tact, the said Kallash Motors repeatedly wanted the petitioner to be transferred from that place. The respondent informed the petitioner of this and asked him to set himself right. As the respondent could not afford to loss the business at Aurangapad the petitioner was asked to get back to Hyderapad and await further instructions but instead he went to Bombay ignoring the instructions given to him. In view of the Last conduct and behaviour of the Management had lost confidence in him particularly when he was incharge of a responsible position in the Company. So instead of making it difficult for him to get an alternate employment, the Management considered and thought it fit to terminate his service as a termination simpliciter. After the termination the petitioner started indulging and writing articles to various newspapers detaming the Branch Manager and other officers of the management with intent to undermine the reputation of the company and its officers. If this Triounal considers that the termination is not a termination simplicater the respondent is ready and willing to establish the charges levelled against the petitioner so that the Tribunal itself may form an opinion on the conduct of the petitioner. In view of this, the respondent has lost confidence in the petitioner. The Tribunal will not on the facts and circumstances of the case order reinstatement of the petitioner.

- 4. The dispute that is now referred to this Tribunal for adjudication is whether the management of the Ruby General Insurance Company Limited was justified in terminating the service of Shri M. Vishwanath, a workman of the Ruby General Company Limited, Hyderabad Branch with effect from the 2nd September, 1968 and if not, to what relief is Shri M. Vishwanath entitled?
- 5. The petitioner joined service of the respondent first as a Typist-Clerk on 24th March, 1958. Later he was promoted as Accountant in the year 1962. M.W. 1 (Sri Preetam Singh) was the Manager of the Branch Office at Hyderabad. There had been some differences between the petitioner and M.W. 1 as seen from the evidence in this case. Finally he was transferred to Aurangabad by order dated 1st May, 1968 which is Ex. W. 1. The evidence shows that before the petitioner took charge at Aurangabad he was given some training at Bombay. Some of the documents show that at Aurangabad his relations with one Kailash Motors were not cordial. Ex. M. 10 is the copy of the letter dated 20th August, 1968 written to the petitioner by M.W. 2 intimating the petitioner that he was not maintaining good relations with Kailash Motors and so he was retransferred to Hyderabad, According to the petitioner when he

reported for duty at Hyderabad, M.W. 1 was at Bombay and after his return when he met him (M.W. 1) he asked him not to attend office since he was expecting some order from Bombay and that within four days he received the order of termination which is Ex. W.9 dated 2nd September, 1968. In continuation of the order Ex. W.9 the respondent sent the letter the original of Ex. M. 16 dated 6th September, 1968 intimating him that certain vouchers referred to in the letter were received from the Bombay Office and that the petitioner may return them duly receipted from payment. On the same day the petitioner sent his reply Ex. M. 15 dated 6th September, 1968 stating that there was no use in sending the issue vouchers and that if he received them, then they would be sent back to the Bombay Office on the next day causing unnecessary inconvenience to him and so the vouchers may be returned to the Bombay Office. The endorsement in Ex. M. 16 shows that finally the petitioner had received the vouchers on 14th October, 1968. After the receipt of the order of termination the petitioner appears to have made a complaint to the Regional Labour Commissioner (Central). The Government of India did not think it fit to refer the dispute to the Industrial Tribunal and so the petitioner filed writ Petition No. 2138/69 requesting the High Court to give direction to the Government of India to refer the dispute to the Industrial Tribunal. This Writ Petition was to the Industrial Tribunal. This Writ Petition was allowed on 5th December, 1969. Subsequent to the order of the High Court, the Government of India referred the dispute to this Tribunal by its Order dated 9th February, 1970 for adjudication.

- 6. The contention of the petitioner is that that the order purpoting to be an order of termination is in effect a cloak for dismissal because several allegations of misconduct were made against the petitioner but that no opportunity was given to the petitioner to disprove the allegations made against him and that the order is in violation of principles of natural justice. One of the contentions of the respondent as seen in its counter is that the petitioner was employed mainly in the managerical capacity and so he is not a workman and that he is not a workman and so this Tribunal has no jurisdiction to adjudicate upon this reference. Though this contention was put forward, when the petitioner field M.P. No. 3 of 1971 requesting this Tribunal to call for certain documents from the respondent this restriction. for certain documents from the respondent, this petition was dismissed by my learned predecessor on 16th February, 1971 observing that the Management did not press the plea that the petitioner is not a workman and that therefore the necessity for the documents mentioned in the petition did not arise. The learned counsel for the respondent also did not raise this objection at the time of arguments. So in asmuch as the respondent did not press its objection that the petitioner is not a workman, the question whether the petitioner is a workman and whether this Tribunal has got jurisdiction to adjudicate upon the reference does not arise for considera-
- 7. The next contention of the respondent is that the order of termination was in pursuance of the inherent right of the management and that it is an order simpliciter and that there has been no violation of principles of natural justice. It is common ground that no domestic enquiry was held before terminating the services of the petitioner. If it is held that the order of termination is not an order of termination simpliciter but that it is only colourable exercise of power, then the order of termination cannot be justified in asmuch as no regular domestice enquiry had been held and as the petitioner was not given an opportunity to put forth his defence. Now it has to be seen whether the order of termination can be said to be an order of termination simpliciter.
- 8. Now from the cyldence it is seen that there is no order of appointment showing the conditions of service. The petitioner says in his evidence that at the time of his first appointment he was not given any order of appointment and that no rules about conditions of service were served upon him at any time. No doubt it is elicited from him in the cross examination that he

did not demand or ask for an order of appointment when he was originally appointed in the respondent company. But it does not make any difference because if the respondent wants to say that it can terminate the services of the petitioner by giving one month's notice, there must be some thing in writing to show that it was the understanding between the parties or that there is such a rule. It is contended by the learned counsel for the respondent that in asmuch as there was no enquiry prior to the order of termination of services, the matter is at large before this Tribunal and that if the evidence produced by the respondent shows the misconduct on the part of the petitioner than the order of termination is justified. M.W. 1 says that he was given the petitioner a very fair treatment which is evident from the circumstance that he promoted him as an Accountant when a vacancy arose that he found lot of change in his nature after his promotion as an Accountant, that the petitioner started writing very irritating letters to the Zonal Manager making false allegations against him that the allegations made against him in Exs. M. 8 and M. 9 are absolutely false, that he received a copy of the letter dated 20th August, 1968 written by the Divisional Manager to the petitioner which is Ex. M. 10, that Exs. M. 11 and M. 12 are also the copies of the letters written by the Divisional Manager to the Petitioner, that on many occasions memos were issued to the petitioner for irregularities, that Exs. M.1 and M.3. to M.5 are some of those memos, that the petitioner was making payments to other employees in their office without his knowledge, that in that connection he received a letter Ex. M. 13 from the Divisional Manager. that Kailash Motors at Aurangabad is a valuable client of their Company that Bafna is the proprietor of Kailash Motors, that copies of two letters dated 10th August, 1968 and 12th August, 1968 (reference is to Exs. M. 29 and M. 30) were sent to the Divisional Manager that the Divisional Manager reference is M. W. 20 are reserved by the proposed by the state of the proposed by the propose red to is M. W. 2) expressed his regret through his letter Ex. M. 14 and that in Ex. M. 10 the Divisional Manager informed the petitioner about his displeasure and disapproval of the behaviour of the petitioner. He further says that the discipline in the office was shattered completely as a result of the behaviour of W.W. 1 and that the Company has no confidence and that Company is ready to pay any compensation awarded by the Tribunal, if for any reason the termination order is found to be not valid and proper.

9, M.W. 2 (Sri J. B. Setalvad) is Regional Manager, Ruby General Insurance Company, Bombay and according to him he first joined as Divisional Manager in January 1962 and that from 1957 he is working as Regional Manager. He says that the petitioner was writing directly to him in some cases, that he had occasion to meet the petitioner whenever he visited the Branch Office and that he told the petitioner that he should not directly address the Head Office and that he should route his letters through the Branch Manager, that he knew that there were differences between the petitioner and M.W. 1, that in his letter Ex. M. 23 he has mentioned about the discussion he had with the petitioner and that he has also mentioned there that he should be disciplined and that if he is not able to carry on with the instructions of the Branch Manager, he may resign, that in spite of all these the petitioner's increments were not stopped or withheld, that after the petitioner wrote a letter Ex. M. 26, they called the petitioner for training at Bombay and from Bombay he was posted to Aurangabad, that they received several letters from Kailash Motors about the working of the petitioner, that when he received Exs. M. 29 and M. 30 he phoned up to the petitioner and told him that he should improve his behaviour and that he also sent a letter of apology Ex. M. 31 which is the copy of that letter (same as Ex. M. 14), that the petitioner was transferred to Hyderabad Branch and that later on his services were terminated as he lost confidence in him. In the cross examination it is put to him that Kallash Motors made two claims with reference to an accident to tractors, and that there was a false claim put up

by Kailash Motors and he says that he does not remember whether Kailash Motors made two claims with reference to any accident to any tractors because these would be handled by Hyderabad Branch and the concerned department of Bompay first and that he has to refer to the whole matter from the file in the office and that without seeing the relevant papers he cannot say whether such a claim was a false claim. So the trend of the cross-examination of M.W. 2 relating to Kailash Motors shows that when Kailash Motors had made some false insurance claim the petitioner did not agree to it and so Kailash Motors was prejudiced, but, whatever may be the reason the fact remains that the petitioner did not get on well with Kailash Motors and so he had to be re-transferred to Hyderabad.

10. The evidence in this case also shows that from 1967 onwards there had been some complaint or other against the petitioner because the relevant documents are filed only from the year 1967 though it is now contended that even from 1962 there had been complaints against the petitioner. The evidence also shows that the petitioner had been making some complaints against M.W. 1 and that there had not been smooth working in the office so far as the petitioner and M.W. 1 are concerned. If the behaviour of the petitioner was not proper, in the usual course, a regular charge sheet should have been Issued to the petitioner so that he may have an opportunity of putting forth his defence. According to the petitioner M.W. 1 started teasing him from 31st December, 1962, that the Hyderabad Office is supposed to transfer rupees forty to sixty thousand towards agency commission, that a part of (i.e.) about rupees ten thousands was received by M.W. I in cash on 31st December, 1962, that from that time M.W. I started teasing him, that abuses were common to him (petitioner) and that kicking and slapping and abuses were routine allairs. So according to him M.W. 1 was not treating the staff including him properly. Some of the letters written by the petitioner referred to the allegations made against M.W. 1 and they are Exs. M. 2, M. 9 and M. 24. So if a regular enquiry had been conducted some more facts might have come to light but no such enquiry had been held. So even though in Ex. W. 9 it is marrly stated that the Management could not continue the petitioner further in employment as it had lost confidence in him, in fact the order was passed was only as a sort of punishment in view of the past conduct of the petitioner in writing letters to M.W. 2 directly and also in view of the differences between the petitioner and M.W. 1. No doubt the Management might have lost confidence in the petitioner and so it wanted to terminate his services. But in the absence of any specific rule or Standing Orders showing that services of an employee can be terminated if the Management loses confidence in him, it is not open to the Management to pass an order like Ex. W. 9 without holding a regular enquiry. Under the circumstances of this case, I am satisfied that the present order passed is only by way of punishment but that it is not an order of termination simpliciter. So the order of termination passed against the petitioner under the circumstances of this case cannot be justified as the said Order is only a colourable exercise of power. So the order passed against the petitioner is liable to be set aside.

11. Normally when an order of termination is set aside, the proper order that has to be passed is one for reinstatement of the employee. But in certain exceptional cases when reinstatement is not the proper order that can be passed, then the employee should be given only compensation. Now the order passed against the petitioner shows that the Management had lost confidence. If there is satisfactory evidence to show that the Management in this case can be said to have lost confidence in the petitioner, then it would not be proper to direct reinstatement and only compensation can be awarded. Even according to the petitioner his relations with M.W. I have not been cordial from December 1962. If the relations between the petitioner

and M.W. 1 were not cordial the management could either have taken action against the petitioner in case the petitioner was in fault or if for any reason it did not choose this course then the petitioner could be transferred to some other branch. Ex. M, 1 shows that the petitioner was issued that memo for insubordination. The reply Ex. M. 2 given by the petitioner shows his fee ings towards M.W. 1. Ex. M. 3 is another memo issued to the petitioner stating that he had given some advances without the permission of the Branch Manager. Exs. M. 7 and M. 8 are copies of the Newspaper 'Leader' wherein a reference is made to the affairs of Ruby General Insurance Company and in particular about M.W.1 The petitioner says that he gave Exs. M. 6 and M. 7 to M.W. 1 and that in Ex. M. 6 the manuscript on the top of the second page is in his handwriting and this manuscript is as follows "I think you must have read Anti-Corruption Weekly D/11th April, 1969" The petitioner also says that he wrote letters Exs. M. 8 and M. 9 and that there is a reason for writing such letters. It is seen that the Management without taking any disciplinary action against the petitioner had finally transferred him to Aurangabad. Even there the petitioner could not fair well, whatever may be the reasons given now by him. Ex. M. 5 (same as Ex. M. 11) is the copy of the letter written by M.W. 2 to the petitioner giving warning to the petitioner for disobedience of orders. Ex. M. 10 (same as Ex. M. 22) is the copy of the letter written by M.W. 1 to the petitioner wherein he had stated that the petitioner was not able to maintain good relations with Kailash Motors and that instead of creating goodwill and procuring other business, the petitioner had made a mess and spoiled the business relations with Kailash Motors and so he was being transferred back to Hyderabad. Ex. M. 14 (same as Ex. M. 31) is the copy of the letter written by M.W. 2 to the proprietor of Kailash Motors stating that they had deputed a wrong person thereby meaning the petitioner and that the petitioner was being transferred to llyderabad and that he (M.W. 2) may be pardoned for the misconduct of the petitioner. So from the documents referred to above it is clear that the potitioner was not getting on well at Hyderabad under the Branch Manager (M.W. 1) and again when he was transferred to Aurangabad, there also he was not getting on well. The politioner himself admits that he paid advances to all the members of the staff without the permission of the Branch Manager. No doubt he also says that he had paid advance to peons, though at an earlier stage he stated that he paid the advances to all the members of the staff. The fact whether he paid the advances to the staff or to the peons is not of much consequence but the fact remains that he paid advances without the permission of the Branch Manager. So under these circumstances it cannot be sald that the present conten-tion of the respondent that the Management had lost confidence and so the Management had to issue a letter of termination Ex. W. 9 is not well founded.

12. The learned counsel for the respondent relied upon the decision reported in RUBY GENERAL INSURANCE CO. LTD. v. P. P. CHOPRA (SUPREME COURT LABOUR JUDGMENTS 1968 to 1970, Volume 7, page 800). In that case a stenographer was dismissed from service. Their Lordships observed that if the employer cannot repose confidence in the stenographer he cannot make any use of the services as a stenographer and so under those circumstances the Tribunal ought not to have directed reinstatement but awarded sultable compensation. Their Lordships further observed that the Tribunal has to examine the circumstances of each case to see whether reinstatement of the dismissed employee is not inexpedient or improper He also relied upon the decision reported in M/s. TULSIDA PAUL v. SECOND LABOUR COURT [1971 (1) LLJ, page 526—Supreme Court]. There Lordships observed that they held in M/s. HINDUSTAN STEEL LTD. v. ROY (1969) 3 S.C. Cases 513, that though the normal rule, in cases where dismissal or removal from service is found to be unjustified is reinstatement, industrial tribunals have the discretion to award compensation in usual or exceptional circumstances where

the Tribunal considers, on consideration of the conflicting claims of the employer on the one hand and of the workmen on the other, reinstatement is inexpedient or not desirable.

13. Considering the nature of the job and the nature of the business done by the respondent in order to have good business relations there must be conndence in a person holding the job like the petitioner. It is seen from the evidence of M.W. 1 and M.W. 2 that even though the Management had not been taking struct disciplinary action and even though the petitioner was being given increments and promotion, the conduct of the petitioner did not improve and so they had lost confidence in him. The nature of the job held by the petitioner also shows that it is a post of confidence and that if once the management loses its confidence then the Management cannot be expected to keep such a person. Considering all the above said facts I am satisfied that there is sufficient justification for the contention of the respondent that it had lost confidence in the petitioner. When an employer loses confidence in his employee, particularly in respect of a person who is discharging an office of trust and confidence, there can be no justification for directing his reinstatement and so the only course open in this case is that while maintaining the order of termination the employer can be directed to pay compensation for termination on account of loss of confidence. So under circumstance of this case I am satisfied that though the order of termination is liable to be set aside, the order reinstatement cannot be passed for the reasons already given.

14. Now it has to be seen what compensation can be directed to be paid to the petitioner. It is now seen from the evidence that the petitioner had put in about $10\frac{1}{2}$ years of service in all and that at the time of termination of his services he was drawing a salary of Rs. 425.00. As it is there are no Standing Orders or any other rules of the respondent to snow the method of calculation of compensation in cases where a person's services are terminated instead of the employee being dismissed from service. So, when once the services of a particular employee are terminated on the ground of loss of confidence then it would only amount to retrenchment and in that case the provisions of Section 25F of the said Act can be applied. As per Section 25F no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched until he has been given one month's notice in writing or he has been paid one month's wages in lieu of such notice and that he should also be paid compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. It is now seen from the on 24th March, 1958. Even according to the petitioner he was appointed on 24th March, 1958. Even according to the petitioner he was appointed on 24th March, 1958. According to the petitioner he received Ex. W. 9 order only on 6th September, 1968. So it is seen that he had put in all a continuous service of 10 years, 5 months and 18 days. I feel that under the circumstances of this case since only 12 days are short to complete six months from 24th March, 1968, the total service may be taken as 10½ years. It is common ground that the petitioner was drawing a salary of Rs. 425.00, so the 15 days average pay comes to Rs. 212.50 i.e. half of Rs. 425.00. Under Section 25F(b) 15 days average pay can be paid if an employee has put in further service of six months beyond the period of one year of continuous service. So it can be taken that the petitioner has put in 11 years of service and at the rate of Rs. 212.50 per year it comes to Rs. 2,337.50. It is also contended by the learned counsel for the petitioner that since the petitioner is now aged 40 years it would not be possible for the petitioner to get any job. The evidence of W.W. 3 says that he worked for a month in Madhava Rao & Son and that subsequently he failed to secure any job and that he is undergoing training under M/s. Nataraja Iyer and Co. Chartered Accountant since 25th August, 1969 and that he is not paid salary or stipend for his training. So it may take some more time for completing his training and setting up practice. It is also seen that from the time his services were terminated the petitioner did not get any other job until he started taking training from the Chartered Accountant. Taking all these factors into consideration I feel that the petitioner should be given additional compensation besides what is provided under Section 25F of the said Act and I fix the additional compensation of 6 months salary which comes to Rs. 2,550.00 (i.e. Rs. 425.00X6). So in all the total compensation comes to Rs. 4,887.50. It is not clear from the evidence whether the petitioner was paid one month's salary in lieu of one month's notice. So if one month's wages was not paid in lieu or notice then the respondent should pay this amount also to the petitioner.

15. For all the aforesaid reasons, so far as the dispute is referred for adjudication is concerned, I hold that the Management of the Ruby General Insurance Company Limited was not justified in terminating the services of Sri M. Vishwanath and that though normally reinstatement should be ordered in this case for the reasons already given, reinstatement cannot be ordered and that the petitioner is entitled only to compensation and that the respondent should pay compensation of Rs. 4,887.50 within one month from the date of the publication of this award together with the sum of Rs. 425.00 representing the wages for one month in lieu of notice if this amount had not already been paid.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 29th day of July, 1972.

(Sd.) P. S: ANANTH: Industrial Tribunal.

APPENDIX OF EVIDENCE

Witness examined for workmen:

W.W. 1 M. Viswanatham

Witnesses examined for respondent:

M.W. 1: Preetam Singh M.W. : J. B. Setalwad.

Documents Exhibited for Workmen

Ex. W.1—Letter dated 1st May, 1968 from the Divisional Manager, Rubby General Insurance Co. Ltd., Camp: Hyderabad addressed to M. Vishwanath.

 $E_{\rm X}$. W.2—Letter dated 28th May, 1968 of M. Vishwanath.

Ex. W.3—Letter dated 3rd June, 1968 from the Divisional Manager, Rubby General Insurance Co. Ltd., Bombay addressed to M. Vishwanath.

Ex. W.4—Letter dated 10th August, 1968 from M. Vishwanath addressed to Jagdishbhai.

Ex. W.5—Letter dated 10th August, 1968 from M. Vishwanath addressed to the Motor Claims Department, Divisional Office, Bombay.

Ex. W.6—Lefter dated 12th August, 1968 of M. Vishwanath addressed to Sri Vyas.

Ex. W.7—Letter dated 17th August, 1968 addressed to Sri Vyas.

Ex. W.8—Letter dated 20th August, 1968 of J. B. Setalwad. Ruby General Insurance Co. Ltd., Bombay addressed to M. Vishwanath.

Ex. W.9—Letter dated 2nd September, 1968 of Divisional Manager, Ruby General Insurance Co. Ltd., Bombay addressed to M. Vishwanath.

Ex. W.10—Certified copy of the order of the High Court in W.P. No. 2138 of 1969 dated 5th December, 1969.

Ex. W.11—Letter dated 11th July, 1967 of M. Vishwanath addressed to J. B. Setalwad, Divisional Manager, Ruby General Insurance Co. Ltd., Bombay.

Ex. W.12—Letter dated 15th August, 1963 of M. Vishwanath and copies to Preetam Singh.

Ex. W.13—Agreement dated 28th November, 1963 arrived at between Ruby General Insurance Co. Ltd., Bombay Office, Bombay and its staff members effective for five years from 1st January, 1963 to 31st December, 1967.

Documents Exhibited for Respondent

Ex. M.1—Memo dated 7th October, of Branch Manager, Ruby General Insurance Co. Ltd., Hyderabad addressed to M. Vishwanath.

Ex. M.2—Reply of M. Vishwanath dated 11th October, 1967 to Ex. M.1 i.e., to the Branch Manager, Ruby General Insurance Co. Ltd., Hyderabad.

Ex. M.3—Memo dated 21st October, 1967 of Branch Manager, addressed to M. Vishwanath.

Ex. M.4—Memo dated 23rd April, 1968 of Branch Manager addressed to M. Vishwanath.

Ex. M.5—Copy of the letter of Divisional Manager, Ruby General Insurance Co. Ltd., Bombay dated 10th July, 1968 addressed to M. Vishwanath at Aurangabad

Ex. M.6—Leader News Paper dated 6th July, 1969 in which the Ruby General Insurance Co's affairs contains.

Ex. M.7—Leader Newspaper dated 10th July, 1969 in which it contains the Ruby General Insurance Company's affairs.

Ex. M.8—Letter dated 29th December, 1965 from M. Vishwanath addressed to J. B. Setalwad, Divisional Manager, Bombay.

Ex. M.9—Letter dated 23rd May. 1967 of M. Vishwanath addressed to J. B. Setalwad, Divisional Manager, Bombay.

Ex. M.10—Letter dated 20th August, 1968 of J. B. Setalwad addressed to Vishwanath.

Ex. M.11—Letter dated 10th July, 1963 of J. B. Setalwad, Divisional Manager, Bombay to Vishwanath.

Ex. M.12—Letter dated 2nd August, 1968 of J. B. Setalwad, Divisional Manager, Bombay addressed to Vishwanath.

Ex. M.13—Letter dated 29th June, 1967 of J. B. Setalwad, Divisional Manager, Bombay to Vishwanath

Ex. M.14—Letter dated 20th August, 1968 of J. B. Setalwad, Divisional Manager, Bombay addressed to Sri S. C. Bafua Kailash Motors, Aurangabad.

 $\mathbf{E}_{\mathbf{X}}$ M.15—Letter dated 6th September, 1968 of Vishwanath.

Ex. M.16—Copy of the leter dated 6th September, 1968 of Branch Manager, Hyderabad to Vishwanath.

Ex. M.17—Letter dated 16th August, 1967 of J. B. Setalwad, Divisional Manager. Bombay addressed to Vishwanath.

Ex M. 18—Letter dated 6th September, 1967 of Vishwanath addressed to J. B. Setalwad, Divisional Manager, Bombay.

Ex. M.19—Letter dated 8th March, 1966 of Vishwanath addressed to J. B. Setalwad Divisional Manager, Bombay.

Ex. M 20—Letter dated 22nd March, 1966 of Vishwanath addressed to J. B. Setalwad, Divisional Manager, Bombay.

Ex. M.21—Letter dated 28th March, 1966 of J. B Setalwad, Divisional Manager, addressed to Vishwanath

Ex. M 22—Letter dated 20th August, 1968 of J. B. Setalwad, Divisional Manager, Ruby General Insurance Co. Ltd., Bombay addressed to Vishwanath.

Ex. M 23—Letter dated 2nd June, 1967 of J. P. Setalwad, Divisional Manager, Ruby General Insurance Co. Ltd., Bombay addressed to Vishwanath.

Ex. M 24—Letter dated 19th August, 1967 of Vishwanath addressed to J. B. Setalwad.

Ex. M.25—Letter dated 16th August, 1967 of J. B. Setalwad addressed to Vishwanath.

Ex. M.26—Letter dated 6th September, 1967 of Vishwanath addressed to J. B. Setalwad.

Ex. M.27—Letter dated 16th September, 1967 of J. B. Setalwad to Vishwanath.

Ex. M.28—Letter dated 2nd June, 1967 of Setalwad to Preetam Singh.

Ex. M.29—Letter dated 10th August, 1968 of S. C. Bafua, addressed to J. B. Setalwad.

Ex. M.30—Letter dated 12th August, 1968 of S. C. Bafua. Kailash Motors, Aurangabad addressed to M/s. Ruby General Insurance Co. Ltd.. Bombay.

Ex. M.31—Letter dated 20th August, 1968 of J. B. Setalwad addressed to S. C. Bafua.

(Sd.) P. S. ANANTH, Industrial Tribunal,

[No. F. 40/2/70-LR. 1.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

• New Delhi, the 5th September 1972

S.O. 2541.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government thereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in a petition filed under section 33A of the Act by Shri N. Chandraiah and four other workmen of Ramagundam Division of Singareni Collieries Company Limited, Post Office Godavarikhani (Andhra Pradesh) and their workmen which was received by the Central Government on the 22nd August, 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Shri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.
Miscellaneous Petition No. 312 of 1971
Industrial Dispute No. 30 of 1967

Between:

N. Chandraiah, (2) S. Rajalingam, (3) J. Sriramachandra Murti, (4) V Narasimhaiah.
 (5) E. Gattaiah, Workmen of Singaren; Collieries Company Limited, Ramagundam Division Petitioners.

AND

The manegement, Singareni Collieries Company Limited, Ramagundam Division Godavari Khani, Karimnagar Dt.—Respondent.

APPEARANCES:

Sri A. Lakshmana Rao, Advocate, for petitioners.Sri M. Shyam Mohan. Personnel Officer, S.C. Company Limited, for respondent.

AWARD

This is a petition filed under Section 33A of the Industrial Disputes Act. 1947 (hereinafter referred to as the said Act) for directing the respondent not to alter the conditions of service applicable to the petitioners as Switch Board Attendants and to retain their designations as Switch Board Attendants and for directing the respondent not to entrust the work other than that in the Switch Board Room to the petitioners pending disposal of this petition.

2. The contentions of the petitioners in their petition are these: These petitioners are permanent employees of Singareni Collieries Company Limited and are working in the power house at Ramagundam as Switch Board Attendants. Ever since the erection of the power house at Ramagundam i.e.. November,

1968 they are working as Switch Board Attendants The petitioners except Sri J. Sriramachandra Murthy are certificate holders in the trade of electrician from I.T.I. In the daily muster and the weekly muster chart maintained by the respondent the petitioners are designated as Switch Board Attendants. For each shift of 8 hours duration one of the petitioners will be in charge of Switch Board Room by rotations. As Switch Board Attendant he records the reading of Ammeter Volt Meter controls the switches of feeders. Ammeter, Volt Meter, controls the switches of feeders etc. The respondent has entrusted to the petitioners the work of attending the compressor room, start the compressor, maintain pressure in the compressor and clean the compressor. This work relating to the compressor is an addition to the normal work of Switch Board Attendant. The Switch Board Room is on the ground floor and compressor room is on the first floor. There is only one Switch Board Attendant in charge of each shift and it has become an uphill task for one person to attend the work in the Switch Board Room on the ground floor and the compressor room on the Ist floor. The entrustment of this additional duty of attending work in compressor room constitutes a charge in the conditions of service of these petitioners to their detriment. Hitherto a mazdoor was doing the work of cleaning the compressor and now the mazdoor also is taken away and the Switch Board Attendant is asked to do the work of clearing the compressor. Apart from the additional work referred to above these pettioners are asked 3 (three) days in a week to attend to the general maintenance work, which is the job of a person designated as electrician. All these additional duties constitute change of conditions of service of the petitioners to their detriment. The capacity of the power house at Ramagundam where these petitioners are working is 18 M.W. and the present production is 8 M.W. whereas the production at the power houses at Bellampalli and Kothagudem is 2.5 and 3.5 M.Ws. respectively. The number of panels to the production of be operated by a Switch Board Attendant at Bellampalli and Kothagudem is very much less than those at Ramagundam and the work of the petitioners compared to that of their counterparts at Belampalli and Kothagudem is more oncrous and complicated. The Switch Board Attendants at Bellampalli and Kothagudem are entrusted the work of only attending the Switch Board room. In I.D. No. 30 of 1967 the Switch Switch Board room. In I.D. No. 30 of 1967 the Switch Board Attendants have claimed the grade of Rs. 245—440. The petitioners are concerned in I.D. No. 30 of 1967. Pending adjudication of the said dispute the respondent had changed the service condition of these petitioners to their detriment without prior approval of this Tribunal and thus contravened the provisions of Section 33 of the said Act with a view to deprive the petitioners all their lawful and just to deprive the petitioners all their lawful and just claims made in I.D. No. 30 of 1967. The respondent is extracting additional work from the petitioners by maintaining vagueness in their designation. The Management intends to change the designation of these petitioners as it suits its convenience and thereby deprive the petitioners of their lawful claim. So the respondent should be directed not to alter the conditions of service applicable to the petitioners as Switch Board Attendants and to retain their designation as Switch Board Attendants and also not to entrust the work other than that in the Switch Board Room pending final disposal of this petition.

3. The respondent in its counter contended as follows: The petitioners are Electricians. They themselves have requested the Management for a change in designation as Switch Board Attendants but their request could not be considered in view of the dispute pending with the Assistant Labour Commissioner (Central). Hyderabad and as it would amount to contravention of Section 33 of the said Act. The said dispute is still pending. The designations of the petitioners in pay sheets of the Company are only Electrician. The power house is a continuous process working all the 24 hours. One of the petitioners has to be there all the time. Their work is limited only to record the readings of the meters. As the power

plant is highly sophisticated, the operation of the switches is done by qualified staff present in each shift and not by the petitioners. No special or additional work has been entrusted to the petitioners. They have been doing the same job since the station was commissioned and since the time the petitioners were put on the job during December 1968. From December 1968 to June 1969 there were innumerable toothing the public and the station worked intermittent teething troubles and the station worked intermittently and was not supplying power to the mines. Compressors are exclusively meant for the operation of the circuit breakers in the ground floor. It is a fact that they have to start and stop the compressor as and when it is necessary to maintain the minimum pressure in the Air Receivers. In the 8 hour shift may be required to start and stop the compressor for once an hour. During an hour the compressor will work for less than 1/2 hour and during the period the compressor is idle the petitioners have to go to the ground floor and record readings of the meters. This work the petitioners have been attending to since the time they joined and no additional or special work has been entrusted to them. If at all any Mazdoor was given in the past it was done only to clean the floor and sweeping of the compressions of the compressions when the statement were proportional to the statement when the statement were proportional to the statement when the statement were proportional to the statement when the statement were the statement when the statement when the statement were the statement when the sor room. The petitioners were never asked to sweep the control-room as alleged. The petitioners were never asked to sweep the control-room as alleged. The petitioners are expected to keep the compressors and controlling switches scrupulously as alleged. The petitioners are expected to keep the compressors and controlling switches scrupulously neat and tidy. This they have been guilty of not doing which amounts to neglect of work and which constitutes misconduct under Standing Order No. 16(6) and (19) of the company. Some of the petitioners who are guilty of this were chargeshorted for this who are guilty of this were chargesheeted for misconduct and disciplinary action is reserved. The petitioners are Electricians and whenever their services are not required in the Control Room they were utilised for the electrical maintenance work as by designation they are Electricians and there is thus no mala sides on the part of the Management and much less change in service condition. The installed capacity of the power station is 18 M.W. Since the station started working satisfactorily i.e. from June 1969 two generators have been working continuously for a total demand of 12 M.W. as the mines are not fully developed the present demand is only 8 M.W. and still there is provision to meet extra demand of 4 M.W. For a load ranging from 5 to 12 M.W. two turbo generators have to be worked. This incidentally does not warrant any extra load of work of the petitioners. Thus the load in the station has absolutely no relevancy to any increase or decrease in the work load of the petitioners. The petitioners are utilised either as Switch Board Attendants or as Electricians for the maintenance works which is a normal practice in other stations at Kothagudem and Bellamnalli. It is only wrong interpretation of the Section 33A of the said Act as the matter is not connected with the main I.D. No. 30 of 1967. The respondent having not affected any change in the service conditions of the petitioners, there is no mala fide intension on its part in regard to extracting work or changing their convictions conditions or in their dealers the service conditions. service conditions or in their designation which is prejudicial to their interest in regard to their claim in I.D. No. 30 of 1967.

- 4. The point that arises for determination is whether the petitioners are entitled to the relief that the respondent should be directed not to alter the conditions of service applicable to them as Switch Board Atendants and to retain the designation as Switch Board Attendants.
- 5. The petitioners are working as Switch Board Attendants in the power house at Ramagundam belonging to the Singareni Collicries Company Limited, which is the respondent in this case. The contention of the petitioners is that ever since the crection of the power house at Ramagundam, that is, November, 1968 they are working as Switch Board Attendants, that the respondent had entrusted to the petitioners

the work of attending to compressor room which is in addition to the normal work of Switch Board Attendant, that the entrustment of the additional duty of attending work in compressor room constitutes a change in the conditions of service to their detriment, that the petitioners are concerned in LD. No. 30 of 1967 which is pending for adjudication, that the respondent had changed the service conditions of these petition to their detriment and thus contravened the provisions of Section 33 of the said Act, that the Management intends to change the designations to all the petitioners to suit its convenience and thereby deprive the petitioners of their lawful claim. The contention of the respondent is that there is no special or additional work that has been entrusted to the petitioners that they had been doing the same job since the power house was commissioned, that the compressor is exclusively meant for the operation circuit breaker in the ground floor, that the matter is not connected with the main I.D. No. 30 of 1967 and that the management never effected any change in the service conditions of the petitioners. Now it has to be seen whether there is really any alteration in the service conditions and whether at this stage any relief can be granted to the petitioners in view of the pendency of I.D. No. 30 of 1967.

6. So far as I.D. No. 30 of 1967 is concerned the dispute that is referred for adjudication to this Tribunal is as follows:

"Subject to the views expressed and recommendations made by the Central Wage Board for Coal Mining Industry, and the agreement between the management of Singareni Collieries Company Limited and their trade unions referred to, in paragraphs 3 to 6 of Chapter IX of the Wage Board's report, what further modifications and changes in the categorisation and wage structure recommended by the said wage Board for West Bengal and Bihar Coal fields are necessary to make the said categorisation and wage structure applicable to the workmen of the Singareni Collieries Company Limited having regard to the special conditions obtaining in the Andhra Pradesh coal fields".

So the dispute that is referred to for adjudication to this Tribunal is only to find out whether any further modifications and changes in the categorisation and wage structure recommended by the Wage Board for Bengal and Blhar Coal fields are necessary to make the said categorisation and wage structure applicable to the workmen of Singareni Collieries Company Limited.

7. The unions which are parties to the dispute in I.D. No. 30 of 1967 filed their claim statements and it is enough to refer to the relevant portion of the claim statement filed by the Andhra Pradesh Colliery Mazdoor Sangh since the other claim statements are also most on the same lines as the claim statement filed by Andora Pradesh Colliery Mazdoor Sengh. In the claims 'atement the designation of the Switch Board Attendants is mentioned while giving the summary of the demand in the claims statement filed by the Singa-reni Collieries Workers Union under the heading Power Houses. The Switch Board Attendant has not been specifically mentioned The Switch Board Attendants have been mentioned in the claims statement filed by Andhra Pradesh Colliery Mazdoor Sangh only under the heading "D. Categories of workmen not covered by the Wage Board". So it is only after the whole evidence is recorded in I.D. No 30 of 1967 the various categories of workmen have to be fixed up. So, until then it cannot be said whether Switch Board Attendant is a separate category or whether only electricians are deputed to do the work of Switch Board Attendant as is contended by the respondent.

8 At this stage the evidence let in in this case may be referred to P.W. 1 (Sri N. Chandraiah) is working as

Switch Board Attendant in Ramagundam Power House and he is one of the petitioners. No doubt some evidence had been let in about the details of the work done by the Switch Board Attendant but I feel that it is not necessary to refer to that part of the evidence as it is not quite relevant for the purposes of this petition, because, so far as the present petition is concerned all that has to be seen is whether there has been really any change in the service conditions and whether any direction should be given to the respondent as prayed for by the petitioners. P.W. 1 says that in I.D. No. 30 of 1967 the Switch Board Attendants have asked for modifications of wage structure and other conditions of service in that case as per the recommendations of the wage board, that they are being shown as electricians even now and that they gave petition to the management to change their designation as Switch Board Attenders. Though in the claim statement it is alleged that the extra work that they have been asked to do is of attending to the compressor room, in his evidence he says that the reliever does electrician job 3 days in a week and that they are doing this work only on complusion. He admits that from March 1967 he and the other petitioners were designated as electricians and that they are attending to the work of Switch Board Attenders cumcompressor work. He also says that only persons having electrical training can attend to the Switch Board room and compressor room. He admits that prior to November, 1968 and after November, 1968 his work is connected only with the work of electrician only. So his evidence shows that from the time the petitioners were posted as Switch Board Attendant they have been doing the same work all these years and that the work they have been doing is in the Switch Board room and compressor room and that they being electricians three days in a week they do the electrician work also by rotation. So under the circumstances it cannot be said that there has been any change in their service conditions.

9. In order to show that the petitioners are working in the compressor room the petitioners want to rely on Ex. R.1 which is the register showing the readings as regards the compressors. R.W. 1 (Sri A. M. Mathew) is working as Senior Divisional Engineer in the power House at Ramagundam. He says that from 15th August 1967 till their promotion on 2nd December, 1967 the petitioners were working as mazdoor, that even subsequently they were only working as mazdoors till the power house was commissioned in November 1968, that from November, 1968 they were put in the compressor and switch board rooms, that the petitioners have been doing the same duty from November 1968 and that it is recently that they started refusing to do the cleaning part of their work and that somewhere in April or May 1971, when the petithoner out in their applications for changing their designation to Switch Board Attenders, they were told that the designation as electrician is better. He also says that the Wage Board has actually recommended category III for Switch Board Attenders whereas they are paying category IV wages and that there was never any complaint from them regarding any reduction of any emoluments. He also says that the switch Board Attenders were never given any mazdoors to assist, that the mardoor is given only for cleaning of the floor and that it is the duty of the attender to clean the compressor and that the mazdoor is not allowed to touch it. He also says that in the log sheets prepared they are shown as Switch Board Attendants to differentiate them from other electricians and that in the weekly helidays list the Control Room Attendants and Switch Board Attendants and other electricians are shown under different heads. He also says that there are persons designated as Switch Board Attendants and working in the power houses at Kothaguden and Bellampalli who also do maintenance work. He further says that at no time there was any separate attenders for compressors room. So from his evidence it is seen that ever since the petitioners were posted as Switch Board Attendants they were doing the duties of the Switch Board Attendants and also in the compressor room and that they have also been attending to the maintenance work all these years.

10. So from the evidence now adduced by the parties it can not be conclusively held whether there is a separate category as Switch Board Attendants and whether the direction given to the petitioners to work in the compressor room and as electricians can be said to be change in the service conditions. These matters have to be investigated only in I.D. No. 30 of 1967 which is pending. It is not as if the cyldence in this case shows that all these years the petitioners were doing the duties in the Switch Board Room ex-clusively and that they never worked in the compressor room and also as electricians in the general maintenance and that it is only subsequent to a I.D. No. 30 of 1967 that the petitioners were compelled to work in the compressor room and as electricians in the general maintenance by rotation. On the other hand the evidence shows that all those years the petitioners had been working as Switch Board Attendants and also in the compressor room and as also as electricians in the general maintenance by rotation and that at the time when the petitioners were asked to do the duties in the Switch Board Room they were only electricians. So as matters stand it cannot be said that the petitioners had been designated only as Switch Board Attendants and that the Management intended to change the designation of the petitioners to suit its convenience and thereby deprive the petitioners of their lawful claim in I.D. No. 30 of 1967 and that the management had changed any conditions of service of the petitioners and thus contravened the provisions of Section 33 of the said Act. As already stated, until I.D. No. 30 of 1967 is disposed of by fixing the categorisation etc., the question whether the Management really intended to change the designation of the petitioners does not arise for consideration. The evidence shows that prior to the petitioners being asked to work as Switch Board Attendants they were only electricians and that even in the pay sheets they are shown only as electricians. So as matters stand the status-quo has to be continued till I.D. No. 30 of 1967 is disposed of and any finding now given on the cate-gorisation etc., in this petition would only be prejudg-ing the relevant issues in I.D. No. 30 of 1967. So I hold on this point that the petitioners are not entitled at this stage to the relicf hat the respondent should be directed not to alter the conditions of service applicable to them as Switch Board Attendants and to retain their designation as Switch Board Attendants.

11. P.W. 1 says that mazdoors is given only for cleaning of the floor and that no mazdoor was given for cleaning the compressor and that it is the duty of the attendant to clean the compressor, that the mazdoor is not allowed to touch it and that it is only when it is found that the floor is dirty that they send the mazdoor to clean the floor. So under these circumstances of the management asks the petitioners to clean the floor in the compressor room then only the petitioners can refuse. But if they are asked to clean the compressor certainly they cannot raise any objection since their duty is to clean the compressor and since the mazdoor is not allowed to touch the compressor

12. In view of my finding on the point set down for decision it follows that the petitioners are not entitled to any relief in this petition at this stage and so the petition is rejected with the direction given as regards the cleaning of the compressor by the petitioners.

Award is passed accordingly,

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the sea' of this Tribunal, this the 5th day of July, 1972.

(Sd.) P. S. Ananatii, Industrial Tribunal,

APPENDIX OF EVIDENCE:

Witnesses examined for petitioners:

P.W. 1 N. Chandraiah

Witnesses examined for respondents: R.W. 1 A. M. Mathew

Documents exhibited for petitioners:

Documents exhibited for respondents:

Nil

Ex. R.1 Register of maintaining compressor and noting the temperature and switches on or switches on the electrical heater blower

(Sd.) P. S. Ananth,

Industrial Tribunal, [No. 7/21/67-LRII.]

S.O. 2542.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Belampalli Division, Post Office Belampalli (Andhra Pradesh) and their workmen, which was received by the Central Government on the 22nd August. 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal (C), Andhra Pradech, Hyderabad.

INDUSTRIAL DISPUTE No. 37 OF 1971

BETWEEN

Workmen of Singareni Collieries Company Limited, Kothagudium

ANI

Management of Singareni Collieries Company Limited, Kothagudium.

Appearances:

Sri A. Lakshmana Rao, Advocate, for workmen.
 Sri M. Shyam Mohan, Personnel Officer, Singareni Collieries Company Limited, for Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 7/38/70-LR II dated 7th April 1971 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely,

"Whether the management of Bellampalli Division of Singareni Collieries Company Limited is justified in not granting 3 service increments with effect from the 15th August, 1967 to Sarvashri M. L. Kanta Rao, Clerk, Assistant Pay Master's Office M. Jamulaiah, Clerk, Deputy General Manager's Office and M. Venkata Rao, Clerk, Morgans Pit under the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India in their Resolution No. W.B.16(5)/66, dated the 21st July, 1967? If not, to what relief are the said workmen entitled?"

This reference was taken on file as Industrial Dispute No. 37 of 1971 and notices were issued to the parties. For the purpose of convenience the Workmen are referred to as the petitioners and the Singareni Collieries Company Limited, Bellampalii Division is referred to as the respondent in the course of this award.

2. The petitioners are represented by the Andhra Pradesh Singarem Colliery Mazdoor Sangh and the Vice-President of the said Sangh filed a claims statement contenuing as ionows: The three persons re-terred to in the schedule to the reference were appointed as Clerks on daily rate in old category VII during the month of December, 1957. Later on they were drafted to monthly grade with effect from 1st September 1968 on the commencing salary of Rs. 51 in the grade of Rs. 48—100. Their starting salary was fixed at Rs. 51.00 because of their service for about one year as clerks on daily rate. The Management implemented the recommendations of the wage Board with effect from 15th August 1967. As per the Wage Board recommendations the workmen shall be given one increment for every three completed years of service and those with service of 9 years and more shall be entitled to three increments in the prescribed scale. The Management issued a Circular dated 27th January 1968 wherein it was stated that for purposes of service increment the services rendered by the workmen as on 1st October 1966 will be taken into account. Subsequently on the representation of the workmen and as a result of conciliation the Management agreed to take into account the services rendered by the workmen as on 14th August 1967 for the purpose of service increments. This is clear from the circular No. P.49/2858/3720 dated 20th November 1969 issued by the Management. It is stated in this circular that the total service rendered in the grade/category upto 14th August 1967 would be reckoned for purposes of service increments. As per the said circular these three workmen are entitled for three service incre-ments as they have rendered more than 9 years service as Clerks on 14th August. 1967 from December, 1957, but to the surprise of the workmen the Management gave them only two increments. The Management should have accounted the entire service irrespective of the fact that they were on daily rate for some time and thereafter on monthly rate. As a matter of fact the very same management took into account the services rendered by some of the clerks account the services rendered by some of the clerks when they were on daily rate. One Sri N. Subbaraju, was appointed on daily rate on 6th December 1957 and he was given monthly grade from 1st September 1958. He is granted three increments. Similarly Sri A. V. S. Murthy, Typist, was given three increments. Not only in the case of clerks but also in the case of peons and watchmen, the management granted service increments after taking into account the convices rendered by them on daily rate. As such services rendered by them on daily rate. As such, the action of the Management in depriving these three workmen of the lawful benefits of three increments is illegal and discriminatory. So the respondont should be directed to grant three service increments to these three persons with effect from 15th August 1967 and also to pay the arrears due from 15th August 1967.

3. The respondent filed a counter contending as follows: It is admitted in the claims statement that these employees were appointed as clerks on daily rate. The appointment order showed that their daily rate for work on supplementary pay sheet was Category VII (old). The dates of the appointments in that category as Sarvasri M. L. Kantha Rao, N. Jamalaiah and M. Venkata Rao are 8th December 1957, 4th April 1957 and 8th December 1957 respectively. They were drafted to monthly pay in the grade of Rs. 43-3-82 under Majumdar Award which

was later on revised to Rs. 48-3-54-4-70-5-100 with enect from 1st September 1958. The starting salary was revised to Rs. 51.00 on the ground that they were drawing 62 paise more than the starting of the grade. The reason was on a calculation of daily rate of Rs. 1.87 multiplied by 26 working days in a month, assuming that the employee would put 26 working days, the emoluments ought to work out to Rs. 48.62. Their allegations that the revised basic of Rs. 51.00 was due to their service is erroneous. It is by an office order that their basic salary was enhanced to Rs. 51.00 as on 1st September 1958 irrespective of the length of service, as shown above, as would be seen from the dates of appointment. It is admitted in the claim statement that the management implemented the recommendations of the the Wage Board with effect from 15th August 1957. The policy of the Management mentioned in their circular is self-explanatory. The Labour Appellate Tribunal directed that in calculating the length of service the period during which employee was serving under the designation of the incoming grade to which he is fitted is only to be reckoned and not the entire period of his service in the Company, that is to say, the service in other designations will not be reckoned in calculating increments according to this rule, and the same rule was adopted by Sri Das Gupta vide para. 4, issue No. 12, page 68. These three workmen are not entitled to three service increments as their service from the office order issued is reckoned correctly from 1st September 1958. 1st September 1958 being the date of start of service in the monthly grade, the allegation in the claim statement that they have rendered than a respective of the contract of the claim statement that they have rendered them. dered more than 9 years service is incorrect. The management has rightly fixed their basic under the Wage Board recommendations by giving two increments. The other clerks mentioned in the claim statement stand on a different footing. It is the function of the management to frame office order to each individual clerk. As per the last paragraph of the circular No. P49/2807/200 dated 27th January 1968, the claims regarding the improper implementation of Wage Board recommendations should be brought to the notice of the management on or before 31st July 1968. So the claim now put forth is belated. The Management reserves the right of deduction of any excess amount paid due to clerical error and the workmen cannot cited to their advantage and to the disadvantage of the management.

- 4. The dispute that is referred for adjudication to this Tribunal is whether the reserved of Bellampalli Division of Singareni Council Control Limited is justified in not granting 3 service increments with effect from the 15th August, 1967 to Sarvashri M. L. Kanta Rao, clerk, Asstt. Pay Master's Office, M. Jamalaiah, Clerk, Deputy General Manager's Office and M. Veokata Rao, Clerk, Morgans Pit under the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India in their Resolution No. W.B.-16(5)/66, dated the 21st July, 1967? And if not to what relief are the said workmen entitled?
- 5. The petitioners are the three clerks who are working in different offices of the respondent. They were first recruited as clerks on daily rate for the preparation of supplementary pay sheets in view of the implementation of Mazumdar Award. So far as the recruitment of these clerks is concerned, now it is common ground that W.W.1 (Sri N. Jamalainh) was recruited on 4th April 1958 M.W.1 (Sri P. Krishnaji) is the Divisional Personnel Officer, Bellampalli. According to him, two of the petitioners namely M. L. Kanta Rao and M. Venkata Rao were appointed in December 1957 and that so far as W.W.1 is concerned he was appointed in April 1958, and that the date given as 4th April 1957 in the counter is a mistake. Even W.W.1 says that he is working since 4th April 1958. So far as the other two petitioners are

concerned from the counter it is seen that M. L. Kanta Rao is working from 8th December 1957 and M. Venkat Rao from 8th December 1957.

6. W.W.1, who is one of the petitioners, says that when he and the other petitioners were appointed first they were appointed as clerks for the preparation of suplementary pay sheets under the Labour Appellate Tribunal Award and then they were disignated late Tribunal Award and then they were disignated as clerks and they were shown as clerks in the payshects, attendance registers and bonus forms, that when they were first appointed they were placed in old category VII, that they were given monthly grade of Rs. 43-3-82 first and later on placed in the revised grade of Rs. 48-3-54-4-70-5-100 from 1st Sept. 1958, that when they were given this revised grade they were given higher start by giving one ingrade they were given higher start by giving one increment and started at Rs. 51.00, that as per the Wage Board Recommendations for the purpose of granting increments the management issued circular in October 1967 stating that the services of the workmen were counted upto 1st October, 1966 that after the circular was issued the union represented on behalf of the workers that the services may be counted upto 14th August, 1967 since the Management would be giving effect to the Wage Board recommendations from 15th August, 1967 that effor the representation the Management. August, 1967, that after the representation the Management issued another circular in November 1967 flxing the date for counting services upto 14th August, 1967 that as per the Wage Board for every three years of completed service one increment should be given and that they were given only two increments, though they are entitled to 3 increments. He also says that one N. Subba Raju and A. V. S. Murthy who were also working as clerks and who also entered into service in December, 1967 were given three service increments. He also says that one A. Ramulu, K. R. W. Jayaraj and P. F. Christian, who were maistries in the Building Department and who were also in old category VII, were given three service increments. He further says that the peons ad watchmen working in the Comsays that the peons ad watchmen working in the Company were in the beginning daily rate category and later on they were placed in monthly grade in or about 1964 or 1965, and that their total service daily rated category and monthly grade were taken into consideration by the Management for granting service increments. He also says that he and others gave written representation in January, 1970 and another representation in March, 1970. It is elicited in the cross examination that when he joined service he did not give any written application for appointment that not give any written application for appointment, that he was appointed orally as clerk that they were he was appointed orally as clerk that they were taken into service for preparation of supplementary pay sheets and that he and the other two petitioners were given appointment orders when they were given the grade of Rs. 43-82. It is also elicited from him that a letter was issued to Subba Raju stating that he was given extra amount and that it would be deducted monthly from his pay but he says that this letter was issued after filing of the present case and that further no deductions have been made so far. So his evidence is to the effect that the service put in under daily rate also should be taken into consideration and that if it is taken into consideration then he and the other two petitioners are entitled to three service in-crements and that in the case of some similar clerks and also in the cases of the maistries in the Building Department and in the case of peons and watchmen the service under daily rate was taken into considera-tion and three service increments were given and so he and the other petitinoers are also entitled to three service increments.

7. At the time when the recommendations of the Central Wage Board were implemented, the petitioners were given two service increments taking their continuous service from the time they were given the monthly grade. Their services under the daily rate were not counted for the purposes of service increments. According to the petitioners if their services under daily rate also are taken into consideration then they are deemed to have put in more than 9 years

of service and so as per the recommendatios of the Wage Board they would be entitled to three service increments. It is contended for the respondent that the services of the petitioners under daily rate cannot be taken into consideration since they were appointed temporarily under daily rate and that their services from the time when they were appointed on monthly grade alone has to be taken into consideration and if that service is taken into consideration then the petitioners would be entitled only to two service increments and that in as much as the two service increments had been given the petitioners are not entitled to claim any further service increment. Now it has to be seen whether the contention of the respondent can be accepted or whether the contention of the petitioners can be accepted.

8, M.W. 1 says that the petitioners were given monthly grade of Rs. 43-3-82 and that this grade was revised as Rs. 48-3-70-EB-5-100 and that this revision took place in 1966. According to him the petitioners were fixed on a basic of Rs. 51.00 when this revision was made since daily wages worked out to be more than 48.00. He further says that under Wage Board recommendations that pay was revised from 15th August, 1967 and that they were given two service increments in accordance with the Management's Circulat the original of Ex. M.1 dated 13th October, 1967 and that Ex. M.2 is a copy of the circular dated 21st January 1968 issued in accordance with the Das Gupta Award. He also says that there was written joint representation received from the present petitioners for the first time in March, 1970 and that it is Ex. M.4 and that as per Ex. M.4 they claimed three increments. He also says that they could not be given three increments since they did not put in 9 years of service upto 15th August, 1967 in the grade of Rs. 48-100.

9. Now the reasons given by him for not giving three service increments are that since the clerks are generally appointed on monthly grade and since the petitioners were appointed on daily rate and since they were appointed temporarily and as the work was also temporary as regards the preparation of supplementemporary as regards the preparation of supplementary pay sheets, their daily rate service was not taken into consideration. At the same time he says that there is no record to show that the petitioners were temporarily appointed. He admits that when the petitioners were appointed Subba Raju and Murthy were first appointed on daily rate, that first daily rate was also taken into consideration for arriving at 0 was also taken into consideration for arriving at 9 years service, that Ex. M.3 was given subsequent to the present reference, that as per the first circular of the management dated 27th January, 1968 the service had to be calculated as on 1st October, 1966 and that subsequently the management issued a circular the original of Ex. W.1 dated 20th November, 1969 fixing the date as 14th August. 1967 instead of 1st October, 1966. He further says that so far as he knows it is the grade that is mentioned in the Das Gupta Award but not designation. He further says that so far as he knows only for peons and watchmen their daily rate service was taken into consideration when their daily rate was converted into monthly rate. He admits that F. S. Christain and K. R. W. Jayaraj who are working as maistries in the building department were first appointed on daily rate and later on they were placed on monthly rate and that daily rate service was taken into consideration for granting service increments. He admits that their is not a case of concersion as clerks like peons and watchmen.

10. So far on the evidence of M.W. I it is seen that two other persons who were appointed like the petitioners, were given three service increments. No doubt it is seen that subsequently to the present reference notice had been issued to Subba Raju stating that the excess amount paid would be recovered from him. His evidence also shows that watchmen and peons wh owere appointed on daily rate were given three service increments taking their service untermedially rate also into consideration and his evidence also further shows that two maistries in the Building Department who were also appointed on daily rate, were

given three service increments taking their services under the daily rate also into consideration. So far as the peons and watchmen are concerned, though M.W. I stated that their daily rate was also taken into considily rate to monthly in the Building Department are deration since they were converted as clerks from Award, so far as the maistries in the Building Department concerned, even according to him, theirs was not a case of conversion as clerks like peons and watchmen but they were given three service increments, and evidence of M.W. I is that only in some cases conversion as clerks was made.

11. Now it is contended by the learned counsel for the petitioners that when even according to M.W.1 the maistrie; in the Building Department, who were not coverted as a class from daily rate into monthly rate and when their services under the daily rate were also taken into consideration for the purpose of service increments, there is no justification for the respondent for not taking into consideration the daily rate service of the petitioners, who were first taken only as clerks. Now from the evidence of M.W.1 already referred to it is seen that for the purpose of calculating the service increments the services of peons and watchmen and also maistries in the Building Department under daily rate were taken into consideration. It is not the case of the respondent that the petitioners were only working as daily mazdoors doing other odd jobs and that they were promoted and given the monthly grade. If that was the case different considerations would have arisen because from the circular the origiof Sri A. Das Gupta it is seen that the length of the service to be reckoned is not the entire period of service of workmen is concerned but the period during which he was working on the job or jobs and a which he is to be fitted. So coming under the grade which he is to be fitted. So far as the present case is concerned it is common ground that the petitioners were recruited as clerks for the preparation of supplementary pay sheets. Only thing is that instead of taking them straightaway in the monthly grade the petitioners were grst taken on daily rate and that they were given the monthly grade. As per the Ex. M.1, which is the copy of the portion of the circular dated 13th October, 1967 dealing with counting of past service for granting of service increment, the respondent had taken into account the service rendered by the workmen as on 1st October, 1966 from the date when all were fitted into that particular grade. Subsequently, in view of the representations made by the Union a revised circular the original of Ex. W.1 dated 20th November, 1969 was circular the issued and in that it is stated that it has been agreed that the workmen both daily rated and monthly rated would be fitted into new grades or categories as recommended by the wage Board taking the emoluments of the workers as on 1st October, 1966, but that for the purpose of granting service increments the total service rendered in the grade or category upto 14th August, 1967 would be reckoned. It is also made clear in that circular that the benefits under this agreement would not be available for those who were already allowed three service increments under the rule of fixation and that the fixation forms of the rest of the workmen might be reviewed and redrawn on the basis of this agreement wherever additional benefits are due. because of this circular the petitioners sent their representations Ex. M.4 though they could not send any representation when the first circular was issued.

12. Now it is contended by the respondent's representative that even at the time when the pay of the petitioners was reflxed it was flxed at Rs. 51.00 though only a lesser amount should have been flxed and that no injustice is caused to the petitioners, that the Das Gupta Award was with reference to the collieries in the Northern India, that the respondent used that Award only for some of the guide lines indicated, that even as per the recommendations of the Central Wage Board as per the method indicated in Chapter VIII at page 83 it is only the total emoluments of the workers as on 1st October 1966 should be taken up, that under para 2(b) of the recommendations under the method of adjustment referred to in the same

page after adjustment as mentioned in para 2(a) of the recommendations the workman shall be given one increment for every three completed years of service and that the Central Wage Board also recommended that if by such adjustment the increase in the cmoluments is not 10 p.c. taking the attendance bonus also in consideration then the other recommendations made by them should be adopted to arrive at that 10 p.c. increase but that so far as the present case is concerned the minimum grade fixed by the Central Wage Board was Rs. 205-325 for those persons who were in the grade of Rs. 48-100 and that the petitioners are getting 10 p.c. increase in their emoluments and that the fixing of three service increments should not be blindly followed. He also contended that even as per the second circular the original of £x.W.1 it is only the basic emoluments as on 1st October 1966 that should be taken into consideration and so the basic emoluments as on 1st October 1966 fixed originally under the first circular remained un changed by the second circular and that the petitioners had not put in 9 years of service by 1st October 1966 and so they are not entitled to ask for three service increments and that even as per the second circular even though the date is fixed as 15th August 1967 it had been made clear in the circular itself that the workmen would be entitled to the relief only from 15th August 1969 and that no arrears on this account would be paid in respect of the period prior to 15th August 1969 and that the second circular was been appointed between 1st October 1966 and 14th August 1967.

13. It is not possible to say from a persual of both the circulars that the second circular was issued for the benefit of any persons appointed between 1st October, 1966 and 14th August, 1967. Probably wher the respondent's representative contended that the second circular was intended for those who may be appointed between 1st October, 1966 and 14th August 1967 he meant that persons who would be entitled to another increment between 1st October, 1966 and 14th August, 1967. If it is so, it must have been made clear in the second circular. But a plain reading of the second circular does not at all give any scope for any such interpretation. In effect the contention of the respondent's representative is that the daily ratec service cannot be taken into consideration when it is converted into monthly rate, that it is only the services from that date which should be taken into consideration and that if much services are taken into consi deration the petitioners have not put in 9 years o service upto 1st October, 1966 and that even though the second circular was isseud stating that the total services rendered in the grade or category upto 14th August, 1967 may be taken, it is not applicable to the petitioners. A perusal of second circular Ex. W. clearly shows that for the purpose of granting services increments the total service in the grade or category upto 14th August, 1967 should be taken into consideration but not the services upto 1st October, 196t as originally fixed in the first circular. It is also seef from this Ex. W.1 that it is only pursuant to an agreement entered into between the respondent and the Union that the date upto which the total service should be accounted was revised from 1st October, 1966 to 14th August, 1967. It is because the petitioners die not complete 9 years of service including the service under daily rate upto the date 1st October, 1966 fixed by the first circular, the petitioners could not make any representation claiming three service increments It is because the second circular was issued fixed the date as 14th August, 1967 for the purpose of arriving a the total service rendered and for the purpose of grant ing service increments the petitioners sent their repre sentations Ex. M.4 since they would be completing syears of service by 14th August, 1967 if their service under daily rate are also taken into consideration.

14. Even if it is assumed, as now stated by M.W. that daily rated service was taken into consideration only in cases where there was conversion as a claseven then the services of the petitioners under dail rated should be taken into consideration in this cas because it is a common ground that the petitioner

were appointed only as clerks in the first instance, hough the method of payment was under daily rate natead of on monthly rate. As already stated, if this s the case where the petitioners were appointed as seneral mazdoors on daily rate and asked to do some odd jobs and later on if they were taken as clerks on nonthly rate, then there would be force in the contention of the respondent that it is only the services from the date when the petitioners were given the nonthly grade which should be taken into consideration for the purpose of calculation of the total service or fixing the service increments. But this is a case where the petitioners were taken into service as clerks or the purpose of preparation of supplementary pay sheets. No doubt M.W. I wants to say that the peti-ioners were appointed first only temporarily but now he evidence shows that right from the date of their appointment they have been in continuous service without any break. If at least there had been break n the service and if the petitioners were entertained nto service again after break then there would be ome scope for accepting M.W. 1's statement that the petitioners were appointed temporarily and in that ease it is only the date of continuous service that should be taken into consideration. So this is a case where, n view of the second circular the original of Ex. W. 1 ssued by the respondent, the total service for the purpose of granting service increments should be calculated from the data when the service increments and the calculated from the data when the service increments are the calculated from the data when the service increments are the service increments. ulated from the date when they were first appointed as clerks in the daily rate and if it is so calculated he petitioners are deemed to have put in 9 years of ervice by 14th August, 1967 and in that case they vould be entitled to three service increments.

15. So far as the dispute that is referred to for djudication is concerned I hold that the management of Bellampalli Division of Singareni Collieries Company Limited, is not justified in not granting the three ervice increments with effect from 15th August, 1967 o Sarvasri M. L. Kanta Rao, Clerk, Assistant Pay Master's Office, M. Jamalaiah, Clerk, Deputy General Manager's Office and M. Venkata Rao, Clerk, Morgans it under the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Fovernment of India in their Resolution No. W.B-16, 5)/66 dated 21st July, 1967 and the respondent is lirected to grant three service increments with effect rom 15th August, 1967 instead of two service increments already granted by the respondent.

Award is passed accordingly,

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 1st day of August, 1972.

(Sd.) P. S. Ananth.

Industrial Tribunal.

APPENDIX OF EVIDENCE:

Vitnesses examined for 'etitioners;

Witnesses examined for respondent:

V.W. 1.—N. Jamalaiah.

M.W. 1.—P. Krishnaji.

Documents Exhibited for Petitioner

Ex. W.1.—Copy of the circular of M/s Singareni follieries Co. Ltd., Kothagudem dated 20th November, 969.

Documents Exhibited for Respondent

Ex. W.1.—Copy of the circular of M/s. Singareni Collleries Co. Ltd., Kothagudem dated 20th November, ranting service increments.

Ex. M.2.—Extract of the circular of M/s. Singareni collieries Company Limited, dated 27th January, 1968 agarding grant of service increments.

Ex. M.3.—Copy of the letter dated 20th August, 1971 f Deputy General Manager of Bellampalli Collieries ddressed to N. Subba Raju, regarding recovery of xcess amount paid.

Ex. M.4.—Original application dated 30th March, 1970 from three claimants addressed to Deputy General Manager, Bellampalli Collieries,

(Sd.) P. S. ANANTH, Industrial Tribunal.

[No. 7/38/70-LRII.]

S.O. 2543.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1. Dhanbad, in the Industrial dispute between the employers in relation to the management of South Bulliari Colliery of Messrs East Indian Coal Company, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 21st August, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 61 OF 1971

PARTIES:

Employers in relation to South Bulliary Colliery of M/s. East Indian Coal Co. Lid.,

AND

Their Workmen.

PRESENT:

Shri A. C. Sen, Presiding Officer

APPEARANCES:

For the Old employers; -Shri R. Prasad, Manager.

for Bharat Coking Coal Ltd.:—Shri J. N. P. Sahi, Labour and Law Adviser,

For the Workmen:—Shri S. Das Gupta, Joint General Secretary.

STATE: Bihar

INDUSTRY; Coal.

Dhanbad, dated the 16th August, 1972

AWARD

The present reference arises out of Order No. L/2012/155/71-LRII dated, New Delhi the 17th of September, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the sald schedule runs as follows:

- "Whether the action of the management of South Bulliari Colliery of Messrs East Indian Coal Company Limited Post Office Kusunda, District Dhanbad in placing Shri Balwant Narayan Mishra, Pump Khalasi in Category-II as per Central Coal Wage Board's recommendations is justified? If not, to what relief is the concerned workman entitled and from which date?".
- 2. The dispute has been settled out of Court. A joint petition of compromise dated 5th August, 1972 has been filed in the office of the Tribunal. The petition has been signed by both the parties. I have gone through the terms of settlement contained in the said petition. They are fair and reasonable and, therefore, I make an award on the basis of the terms of settlement. The joint petition of compromise shall form part of the award.
- 3. Let a copy of this award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN, Presiding Officer. BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

In the matter of:-

REFERENCE No. 61 of 1971

PARTIES:

Employers in relation to South Bulliary Colliery of M/s. East Indian Coal Co. Ltd.

AND

Their Workmen

Memorandum of Settlement

All the partics in the present proceedings have amicably settled the dispute involved in the present Reference on the terms hereinafter stated:—

- (1) That Sri Balwant Narayan Mishra (Pump attendant) the workman concerned in the present Reference shall be designated as Pump Khalasi by the management of the South Bulliary Colliery of the East Indian Coal Co. Ltd. and he shall be placed in Category-III (Three) (of the Recommendations of the Central Wage Board for Coal Mining Industry) with effect from the 17th October, 1971, with November have wage rate as Rs. 5.90 (Rupees five & paise ninty only) per day with effect from the Schedule (14-10-71).
- (2) That the difference of wages arising out of the aforesaid upgrading (with effect from 17-10-71 to date) will be paid within a month from the date of this Settlement.
- (3) The said management will pay a sum of Rs. 100/-(Rupces one hundred only) as the cost of proceedings to the Joint General Secretary, Colliery Mazdoor Sangh.
- (4) The above terms finally resolve the dispute between the parties and, therefore, there is no subsisting dispute for adjudication in the present Reference.

It is, therefore, prayed that the Hon'ble Tribunal may be pleased to accept this Settlement and give its Award in terms thereof.

For the Employers:

For the Workmen:

(Sd.) Illegible. Manager,

(Sd.) S. Das Gupta,

South Bulliary Colliery.

Joint General Secretary, Colliery Mazdoor Sangh.

For Bharat Coking Coal Ltd.

(Sd.) J. N. P. Sahi,

Labour & Law Advisor,

Bharat Coking Coal Ltd.

Dated 5th August, 1972.

No. L/2012/155/71-LRII.]

S.O. 2544.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Dhanbad, in the industrial dispute between the employers in relation to the management of Lakurka Colliery of Messrs Lakurka Coal Company Limited, 3 Synagogue Street, Calcutta-1 and their workmen, which was received by the Central Government on the 21st August, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 81 of 1971

PARTIES;

Employers in relation to the Lakurka Colliery of Messrs the Lakurka Coal Company Limited, 3, Synagogue Street Calcutta-1.

AND

Their Workmen.

PRESENT:

Shri A. C. Sen, Presiding Officer

APPEARANCES:

For the Employers: -- Shri C. R. Chowdhury, Manager. For Bharat Coking Coal Co. Ltd., -- Shri J. N. P. Sahi, Labour and Law Adviser.

For the Workmen:—Shri S. Das Gupta, Joint General Secretary, Colliery Mazdoor Sangh.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated the 5th of August 1972

AWARD

The present reference arises out of Order No. L/2012/184/71-LRII dated, New Delhi, the 10th of December, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

- "Whether the action of the management of Lakurka Colliery of Messrs Lakurka Coal Company Limited, 3, Synagogue Street, Calcutta-1, in tarminating the services of Sarvashri Dhannanjoy Rajwar, Under Ground Trammer and Dwarika Rajwar, Maulage Engine Khalasi with effect from the 14th June, 1971, is justified? If not, to what relief the said workmen are entitled?"
- 2. The dispute has been settled out of Court. A joint petition of compromise dated 5th August 1972 has been filed in the office of the Tribunal. The petition has been signed by both the parties. I have gone through the terms of settlement contained in the said petition. They are fair and reasonable and, therefore, I make an award on the basis of the terms of settlement. The joint petition of compromise shall form part of the award.
- 3. Let a copy of this award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

In the matter of:-

Reference No. 81 of 1971

PARTIES:

Employers in relation to Lakurka Colliery of Messis Lakurka Coal Co. Ltd.

AND Their Workmen

Memorandum of Settlement

All the parties to the present proceedings have amicably settled the dispute involved in the present Reference on the terms hereinafter stated:—

(1) That Shri Dhannanjoy Rajwar (Underground Trammer) and Shri Dwarika Rajwar (Haulage Engine Khalasi) the workmen concerned in the present Reference shall be paid by the management of Lakurka Colliery of Messrs Lakurka Coal Co. Ltd. lump sums of Rs. 1900 (Rupees one thousand nine hundred only) and Rs. 2200 (Rupees two thousand two hundred only) respectively as ex-gratia amounts.

- (2) That the said_management shall pay a sum of Rs. 100 (Rupees one hundred only) as cost of proceedings to Joint General Secretary, Colliery Mazdoor Sangh.
- (3) The above terms finally resolve the dispute between the parties and, therefore, there is no subsisting dispute for adjudication in the present Reference.

It is, therefore, prayed that the Hon'ble Tribunal may be pleased to accept this Settlement and to give its Award in terms thereof.

For the Employers: (Sd.) R. Chowdhury, Manager,

For the Workmen:

(Sd.) S. Das Gupta, Joint General Secretary, Colliery Mazdoor Sangh.

For Bharat Coking Coal Ltd,

(Sda) J. N. P. SAHI, Labour & Law Adviser, Bharat Coking Coal Ltd.

Dated 5th August, 1972.

[No. L/2012/184/71-LRII.]

New Delhi, the 7th September 1972

S.O. 2545.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Kajora Jambad Colliery, P.O. Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 23rd August, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 99 of 1971

PARTIES:

Employers in relation to the management of Selected Kajora Jambad Colliery of Messrs Selected Kajora Jambad Coal Company,

And

Their workmen.

PRESENT:

Sri S. N. Bagchi, Presiding Office:

APPEARANCES:

On behalf of Employers—Sri Monoj Kr. Mukherjee,

On behalf of Workmen-Absent.

STATE: West Bengal

INDUSTRY: Coal Mine

AWARD

By Order No. L/1912/88/71-LRII, dated the 26th August, 1971, the Government of India. in the Ministry of Labour and Rehabilitation Department of Labour and Employment, referred the following industrial dispute existing between the employers in relation to the management of Selected Kajora Jambad Colliery of Messrs Selected Kajora Jambad Coal Company and their workmen, to this Tribunal, for adjudication, namely:

"Whether the closure of Selected Kajora Jambad Colliery of Messrs Selected Kajora Jambad Coal Company, Post Office Ukhra. District Burdwan from the 29th June, 1971, amounts to lockout? If so, whether the same is justifled and to what relief are the workmen entitled?"

- 2. After the reference was registered and notices were issued on both the parties, neither of the parties i.e. the management and the Union representing the workmen, filed a statement of its case as invited by the Tribunal. On 5th July 1972 a petition was received along with a memorandum of Settlement dated 19th November 1971 filed by the management. The management stated in the petition that the settlement resolved all the disputes that needs to be adjudicated upon by the Tribunal. The management, therefore, prayed that the settlement be accepted and an award be passed in terms thereof. On 27th July 1972 both the management and the union applied for an adjournment for recording the settlement. It was adjourned to 4th August 1972. On 4th August 1972 the Personnel Officer of the Company appeared but none appeared on behalf of the union. So the matter was adjourned with notice to the union for recording the settlement or for lawful orders as the Tribual deemed fit and proper, to 18th August 1972.
- 3. On the adjourned date, i.e. to-day, the management appears through its learned Counsel Mr. ment appears through its learned Counse. Mukherjee but the union did not turn up, Mukherjee, the learned Counsel for the management rightly pointed out that when there was a reference pending adjudication before a tribunal there be no scope for a settlement but that the parties to the reference might come to a compromise, recorded in a memorandum of compromise which was to be filed before the tribunal for recording and passing an award thereon if the tribunal considered the compromise fair, equitable and beneficial to the workmen and had jurisdiction in it to record the same. I fully appreclate his submission. He also pointed out that as the reference stood, couched in the language used, it clearly accepted this position that there had been a closure in fact and that if there had been a closure in fact there could be no scope in law for a reference of a dispute relating to the closure. Accepting in the terms of the reference that there had been a closure in fact, the reference still calls upon the tribunal to decide whether the closure itself was a lockout. When closure was accepted as a fact in the language used by the reference, there could be no scope for any determination as to whether the closure was itself a lockout. The reference, as made based on a clear acceptance of closure in fact, takes away the jurisdiction of the tribunal to adjudicate upon the point referred to for adjudication by the tribunal as to whether the closure in fact is a lockout.
- 4. The tribunal has no jurisdiction to entertain a reference like this and has therefore, no jurisdiction to record any award upon the full trial of the points at issue or upon a compromise. The settlement as made, as I have already pointed out, cannot be entertained when the adjudication proceeding is pending. Had the parties recorded a compromise in a memorandum and would have filed the compromise before this tribunal for recording and passing an award thereon, still the question would have arisen whether such a compromise could be recorded by the rebunal when on the face of the reference as made the tribunal lacks jurisdiction to entertain it for adjudication. The parties have not filed any memorandum of compromise. The settlement they have filed cannot be entertained in a pending proceeding. Neither parties filed their statement of case. The union takes no interest in the dispute which is apparant from the face of the record.
- 5. The tribunal, uron consideration of the materials placed before it, holds that it has no jurisdiction to

entertain the reference as made and the reference is, therefore, rejected.

This is my award

(Sd.) S. N. Bagchi, Presiding Officer.

Dated August 18, 1972.

[No. L/19012/88/71-LRII.]

S.O. 2546. In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Nag's Kajora Jambad Colliery, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 24th August, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 4 of 1972

PARTIES:

Employers in relation to the management of Nag's Kajora Jambad Colliery,

AND

Their workmen

PRESENT:

Sri S. N. Bagchi, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri Nikhilesh Das, Advocate.

On behalf of Workmen—Sri A. Das Chowdhury, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mine.

AWARD

The Government of India, in the Ministry of Labour and Rehabilitation, Department of Labour and Employment by their Order No. L/1925/1/72-LRII, dated 20th January, 1972 referred the following industrial dispute existing between the employers in relation to the management of Nag's Kajora Jambad Colliery and their workmen represented by West Bengal Khan Mazdoor Sangh (UTUC), to this Tribunal, under Section 10 Sub-section (2) of the Industrial Disputes Act. 1947, for adjudication, namely:

"Whether the management of Nag's Kajora Jambad Colliery, Post Office Ukhra District Burdwan was justified in dismissing from service Sarvashri Ramchandra Nunia, Hari Jaiswara, Buddu Nunia, Dharamdeo Nunia, Hardeo Jaiswara, Satiram Pashi, Jagdish Kankar and Sewnath Nunia, Loaders, with effect from the 30th November, 1970? If not, to what relief are the workmen concerned entitled?"

- 2. Notices were issued upon the management and the Union calling upon them to file their respective statement of cases before this tribunal. The management filed its statement of case on 8th March, 1972 while the Union filed its statement of case on 5th April, 1972.
- 3. The management's statement of case appears as follows: Eight underground loaders of the colliery were engaged in underground duty in the colliery on 20th October. 1970 in the second shift from 4 p.m. to 12 p.m. and Sri Sudhangsu Sekhar Ghosal, one of the three overmen of the colliery had duty in the said shift. At the begining of the shift Sri Ghosal went down the

mine and on making usual preliminary inspection of the working places in the underground, received a report of the break down of the submersible pump, personally examined the said pump, and became confirmed about the defects. Finding such an important installation defective he came up leaving underground of the mine immediately and reported about the break down of the pump to the Manager at his Bungalow in the collery at about 7-20 P.M. While coming to the Manager he met the Manager Sri A. K. Mukherjee in front of his bungalow gate and reported him about the incident at that place. When Sri Ghosal was about to leave the place, he and the Manager saw a gang of person numbering about 15/20 coming hurriedly towards them with lighted cap lamps and shouting something. Sri Ghosal and the Manager waited for the arrival of those people. The said gang of persons came to Ghosal and Mukherjee in a menaring mood and used abusive words and shouted "SHALA OVERMEN LOKE BATMASSI KARKE CARI THOUSEN WITH LOKE BADMASSI KARKE GARI THIKSEY NEH!
DETA". Ghosal protested against such an attitude of the gang of workmen and asked them to be quite but the gang of workmen went on abusing Ghosal who when protested against the conduct of the gang of persons began to assault. Both the Ghosal and Manager appealed to them to come down and to state their grievance if any. Out of the gang eight workmen who have been dismissed encircled Ghosal, attacked and assaulted him severely. Workmen Satiram Pasi and Srl Ramchandra Nunia assaulted Ghosal with fist and blows and Harl Jaiswara and Hardew Jaiswara by kicking Ghosal and Dharamdeo Nunia by striking Ghosal on his head with the hard and top portion of his cap lamp. Ghosal tried to save himself and shouted for help of neighbouring people for being saved and Sri Mukhertee also raised similar shouts seeking for rescue of Sri Ghosal. On hearing their cries some employees of the collery residing in the adjoining stall quarters and staff mess came there and they tried to rescue Ghosal but at that time the workman Jagdish Kankar dealt another blow upon Sri Ghosal and Budhram Nunia made an attempt for piercing Ghosal by his crowbar but comeone caught hold of the said crowbar from behind and Sri Ghosal could escape the fatal attack. At that time Sewnath Nunia violently struck upon the head of Sri Ghosal by the steel shovel (Belcha) in his hand and Sri Ghosal fell down unconcious immediately bleeding injuries and he was carried to Manager's Bungalow. The Police was informed by the Manager over telephone immediately after the said incident and after some first-aid given by the colliery compounder Sri Ghosal in his unconcious stage was removed to Raniganj Primary Health Centre at about 9 p.m. Sri Ghosal was in Ranigani Health Centre as an indoor patient and was treated upto 26th October, 1970 and thereafter for better treatment and X. Ray was shifted to L. M. Hospital, Asansol and was hospitalised as an indoor patient upto 2nd November, 1970. The said act of attack, abuse and assault constituted commission of the serious misconducts as defined in the Standing Orders applicable in the establishment on the part of the eight workmen concerned. For maintaining discipline and order in the establishment chargeshoets dated 22nd October, 1970 were issued to those eight workmen and they were called upon to subml! their explanation within 48 hours as to why necessary disciplinary action should not be taken against them for the misconduct committed by them in course of their aforeaction which conjointly constituted commission of insubordination disobedience, threatening, abusing and assaulting of superior, etc. In the said charge-sheet the respective chargesheeted workmen were also informed about the management's proposal to have a domestic enquiry held at the colliery office on 3rd November, 1970 at 9 a.m. and they were directed to offer their explanations by the time specified in the chargesheets and to attend the enquiry with witnesses if any. For ensuring proper service of the chargesheets upon the concerned workmen a copy of each chargesheet was sent simultaneously by registered post with Acknowledgement due and also through the Colliery peon by Peon book. All the eight workmen refused to

accept the chargesheet which was sent through Colliery peon Sri Gopal Chandra Mondal and as regards chargeshects sent by registered post workmen Sewnath Nunia, Jagadish Kankar and Sitaram Pashi refused to accept them but the other five workmen Hardew Jaiswara, Hari Jaiswara, Ramchandra Nunia, Buddram Nunia and Dharamadco Nunia accepted the chargesheets on 3rd November, 1970. None of the workmen who had received the chhargesheet on 3rd November, 1970 submitted their explanation and none of them appeared at the domestic enquiry which was to be held on 3rd November, 1970. The management could go on with the said domestic enquiry ex-parte without waiting any further but to give the workmen another chance for defending themselves and for submitting written planation a copy of the chargesheet to each of the chargesheeted workman was again sent on 4th November 1970 and they were also informed that the domestic enquiry which was due to be held on 3rd November, 1970 had been adjourned to 13th November, 1970. The intimation regarding the domestic enquiry and the copy of the chargesheet as enclosures thereto was sent to each workman under registered post with Acknowledgement due and a notice was also published in the weekly journal named "THE NEW SKETCH" having wider circulation in Raniganj and other adjoining coal-fields. All the concerned workmen were residing in the colliery dhowra but they purposely avoided the service of the said notice dated 4th November 1970 in time in collusion with the local postman and being satisfied that the workmen will frustrate all attempts in securing timely service of the notices upon them the management had no other alternative but to go ahead with the domestic enquiry ex-parte. During the domestic enquiry held by the Enquiry Officer Sri R. K. Sinha Roy who was the Personnel Officer of the Company, the management produced all witnesses and documents in support of their case. The enquiry was field in accordance with the principles of natural justice and the Enquiry Officer submitted his findings holding eight workmen guilty of the charge of misconduct levelled against each of them. The unprovoked and brutal assault suffered by Sri Ghosal was seriously resented to by all the mining supervisory personnel employed in the mine and as a protest they struck work keeping the mine workings completely closed from 20th October, 1970 third shift to 3rd November, 1970 2nd shift causing severe loss and damage to the management. The management carefully perused the proceedings of the domestic enquiry and after being fully satisfied that the findings of the Enquiry officer have been properly arrived at accepted the said findings. Offence committed by the control working the committee of the said findings. ted by the concerned workmen being very very grave and serious called for severe punishment in the interest of maintaining peace and discipline in the estab-lishment and as such the management have dismissed each of the workman with effect from 30th November, The management encloses copies of chargesheet. enquiry proceedings with leave to file original of the document such as postal receipts etc., at the time of hearing of the case. Management asserts that the dismissals of the concerned workmen are justified and that they have been dismissed in accordance with the principles of natural justice but moving in a motivated concerned workmen avoided their partiway the cipation in the domestic enquiry in spite of suffi-The concerned workmen are not entitled cient notice. to any relief as they had invited their dismissal by their own action. The management prayed that the their own action. The management prayed that the award be rendered holding the dismissal of eight workmen justified.

4. The union in its written statement challenged the dismissal as illegal, unlawful, unjustified and against the provisions of the Standing orders of the Company as well as against natural justice. The union asserts that the workmen concerned had not committed any misconduct nor any misconduct as complained of which was concocted and manufactured. Before the disciplinary action was initiated the management filed a criminal case which was pending adjudication. The

management ought not to have proceeded with the disciplinary proceedings when the incident relating to the disciplinary proceedings was identical with incident that was the subject matter of allegation by the criminal Court in a criminal case which was pending before the criminal court. On 20th October, 1970 after the second shift the management with a view to destroy the union locked out the colliery and left the workers idle altogether. On the protest by the union the management with a view to hide their misdeed and to give a counter-blust manufactured a story of assaulting Ghosal, Overman of the colliery. None of the workmen ever assulted or manhandled or abused Sri Ghosal. On 3rd November, 1970 at about 1.30 p.m. workmen. Dharamdeo Nunia, Hari Jaiswara, Hardeo Jaiswara, Ramchandra Nunia and Buddu Pasi received a chargesheet issued by the Finance Manager of the colliery. The Finance Manager not being the disciplinary or appointing authority has no locus standi to issue a chargesheet. The chargesheet issued is vague, unintelligible and if the chargesheet was received in time no effective reply could be given to the charget being vague and unintelligible. The chargesheet having been received after the fixed time of enquiry the workmen had no opportunity to reply to the charge-sheet or to be present in the enquiry. The story of tendering the chargesheet to the workmen by Colliery peon is concocted, manufactured story. Colliery peon never tendered the chargesheet as has been falsely alleged by the management. The letter dated 4th November, 1970 by the management addressed to the workers and sent by registered post were received by the workers on 18th November, 1970. These letters too were never tendered to the workers by the colliery office men. The story of tendering the notices by office peon are quite untrue and concocted. As the letter dated 4th November, 1970 were received on 18th November, 1970, it was impossible for the workmen to make enquiry on 13th November, 1970 at 9 a.m. The story of the management that by manupulation of the postal peon the delivery of the letters were postponed is a false allegation. The colliery was closed upto 3rd November, 1970 and the workers were bewildered. They were searching for their employment elsewhere in the meantime to earn their livilhood. So it was not possible that the office peon will tender any notice or letter to the workmen during the period from 20th October, 1970 to 3rd November, 1970. The workmen had no opportunity to defend themselves before the had no opportunity to determ distance and alleged domestic enquiry. The domestic enquiry as alleged domestic enquiry as alleged by the management had never domestic enquiry was merely a paper transaction. from the letter dated 30th November, 1970 the workers came to know that the notice of the enquiry was published in "The NEW SKETCH" Dhanbad on 9th November 1970. The said newspaper is not a local newspaper and the illeterate workers cannot be expected to read The New Sketch which it is said is published in English. The workmen beg to state that it is no communication at all. The order of removal not having been made by the Owner. Agent or the Chief Mining Engineer or a person holding similar position is altogether illegal, Ghosal did not go to the underground of the mine for any inspection and he was not preparing any report. He asked the workmen not to join duties. Not assu'ted Ghosal. A false F.I.R. was lodged by Nobody management with the Police to hide their own fault of illegal lockout. When the workmen were wrongfully dismissed, a strike notice on 15th December, 1970 was given and thereafter on 15th January, 1971 an agreement was entered into by the union and the management in the matter of dismissal of the workmen. This is how the matter of reference came before the Tribunal The union asserts that the order of dismissal of each workmen was illegal and that the workmen were entitled to be reinstated with back wages and all other remuneration.

Four out of eight workmen applied to represent their individual case and filed a written statement for each of them. The competency of those workmen to file

such written statement and to represent their case individually was considered by the Tribunal in its order dated 3rd August, 1972. The tribunal rejected the prayer of the said workmen for reasons recorded in order mentioned above. The workmen therefore did not press their individual claim.

- 5. Upon hearing the learned Advocate Sri Das appearing for the management and Sri A. Das Chowdhury, learned Advocate appearing for the union and upon persuing the statement of case filed by the management and the union, the following points arise for determination by this Tribunal:
 - (i) Was the domestic enquiry against each of the eight workmen held on 13th November, 1970 lawfully initiated and conducted following the principles of natural justice and the rules of the Standing orders in force in the colliery applicable to the management and the workmen concerned
 - (ii) If the answer to point No. (i) is in negative is the order of dismissal of each of the workmen justified in law?
 - (iii) If the answer to point No. (ii) is in favour of the workmen, are they entitled to reinstatement with back wages for the period from the date of their dismissal i.e. from 30th November, 1970 to the date of their reinstatement, if ordered?
- 6. Point No. (i).—Was the domestic enquiry against each of the eight workmen held on 13th November, 1970 lawfully initiated and conducted following the principles of natural justice and the rules of the Standing Orders in force in the colliery applicable to the management and the workmen concerned?

I make it clear at the outset that in view of provisions of Section 11A of the I.D. Act, 1947, particularly the proviso thereto, the tribunal shall rely only on the material on record and shall not take any fresh evidence in relation to the matter, meaning the matter relating to the order of dismissal that followed the domestic proceeding as alleged. I only allowed the management to produce one witness for formal proof of the records of the domestic proceedings only. He was not allowed to give any evidence on any extraneous fact that does not form part of the proceedings and the report of the domestic enquiry. I am, therefore, to examine the question whether the principles of natural justice had been observed from the time of serving of the chargesheet right upto the conclusion of the enquiry, and the dismissal order following the report of the enquiry.

7. The enquiry officer was Sri R. K. Sinha Roy, Personnel Officer of the colliery. The minutes of the proceedings of the enquiry dated 13th November, 1970 is Ext. M. 10. The enquiry officer records in Ext. M 10, "I take up the enquiry at 9 a.m. to-day as notified previously by the management vide their letter dated 4th November, 1970 addressed to each workman individually. In spite of repeated calls none of the workmen One N.C. Sarkar, Safety Officer, appeared on behalf of the management and produced before the enquiry officer eight copies of chargesheets issued to eight workmen, 5 postal acknowledgement slips show-ing delivery of covers containing chargesheet to workmen Hardeo Jaiswara, Hari Jaiswara, Ram Chandra Nunia, Budhuram Nunia, Dharamdeo Nunia and three covers containing chargesheets sent to and refused by workmen Sewnath Nunia, Jagadish Kanakar, Sitaram Pashi, office copy of the letter dated 4th November, 1970 intimating the adjourned date of enquiry to 13th November, 1970 along with postal initial receipts of registration addressed to Hardeo Jaiswara, Hari Jaiswara, Ram Chandra Nunia, Budhuram Nunia, Dharamdeo Nunia and Sitaram Pashi, office copy of the letter dated 4th November, 1970 intimating adjourned date

of enquiry on 13th November, 1970 along with the postal initial receipt to workman Sewnath Nunia and Jagadish Kankar, a copy of the New Sketch dated 9th November, 1970, Peon book with original 16 covers addressed to the eight workmen. Thereafter the enquiry officer records, "It is found from the above documents and particularly the notification published in the New Sketch that each of the workmen had full knowledge regarding the date of enquiry to-day, but they are deliberately avoiding to attend the same and have neither submitted their explanation to the charges, I have waited upto 11.30 a.m. but none of the above workmen has turned up as yet. So I decide to proceed with the enquiry ex-parte and to take down the statements of witnesses produced by the management". This tribunal shall only consider whether the exparte enquiry held on 13th November, 1970 at 11.30 a.m. by the enquiry officer was in conformity with the principles of natural justice. If I find that the enquiry violated the principles of natural justice, the order of dismissal must be struck down in regard to each of the work-The chargesheets, office copies, are Ex. Mi The chargesheet addressed to each of the workmen is dated 22nd October, 1970. There is a heading, "Description of charge made against you", and reads as "You are hereby asked to show cause within 48 hours in writing on the reply form attached to this why disciplinary action should not be taken against you for the following misconduct". The entire chargesheet is in English. The last paragraph on overleaf of the chargesheet says, "That on your failure to submit your explanation within the above specified period it will be presumed that you have no explanation to offer and in such a case to give you a further opportunity to defend yourself the domestic enquiry will be held in your presence on 3rd November, 1970 at 9 a.m. at the colliery office by Sri R. K. Sinha Roy, Personnel Officer. You are advised to attend the same with your witness, if any failing which the enquiry will be held in absente reo". Now, on 23rd October, 1970 seven postal receipts for sending chargesheets respectively to Budhuram Pashi (1), Sewnath Nunia (2), Jagadish Kankar (3). Ram Chandra Nunia (4), Hardeo Jaiswara (5), Hari Jaiswara (6), Dharamdeo Nunia (7) were detained and were produced and marked Ext. M2 series. No initial postal registration receipt regarding the envelop containing the chargesheet and notice of enquiry to Sitnram Pashl would appear in Ex. M2 series. Towever, Ex. M3 series are acknowledgement receipts relating to the chargesheet dated 22nd October 1970 registered in the Post office on 23rd October, 1970. Dharmadeo Nunia (1) got the chargesheet on 3rd November, 1970 so also Budhuram Pashi (2), Ram Chandra Nunia (3), Hardew Jaiswara (4), Hari Jaiswara (5), Jagadish Kankar refused on 30th October, 1970 to accept the cover, so also Shew Nath, While Sitaram Pashi refused on 31st October, 1970. Those who refused the chargesheet and those who accepted the chargesheets are presumed to know the contents of the chargesheet particularly also the date of enquiry 3rd November, 1970. I have already pointed out that on the chargesheet each workman was to show cause within 48 hours in writing but not within 48 hours from the date of receipt of the chargesheet. The chargesheet is lated 22nd October, 1970. They were registered on 23rd October, 1970 while two workmen refused chargesheet on 30th October, 1970 and another on 31st October, 1970. If in the chargesheet under the heading "Description of charge made against you" it was stated that the workmen concerned are required to show cause, within 48 hours after receipt of the chargesheet, in writing on the reply form attached to the chargesheet. why disciplinary action should not be taken against him for the alleged misconduct, there could have been some sense in the endorsement which I have quoted, as appearing in the chargesheet. The five workmen who received chargesheet on 3rd November 1970. So they were required to submit their explanation, if I read the endorsement, as I have just deserved the 48 hours referred to therein should be counted from the date of receipt of the chargesheet. The combined

chargesheet and notice of enquiry, the enquiry date being fixed on 3rd November, 1970 in regard to five workmen were on the face of the chargesheets self condemned. As regards the other three workmen who relused to accept the chargesheet, it may be presumed that they had by refusing to accept the chargesheets sent by registered letter had the knowledge of the contents of the chargeshect addressed to each of them. But on 3rd November 1970 the colliery was not working and the enquiry did not hold. The enquiry was adjourned to 13th November 1970. The root question will be whether the notice of the date of adjournment of the domestic proceedings to 13th November 1970 had been served on each of the workman leaving a sufficient margin of time for them to prepare their respective defence and to appear before the enquiry officer on 13th November, 1970 at the domestic enquiry. Now, the office copy of the letters addressed by the management to Hardeo Jaiswara, Hari Jaiswara, Shewnandan Nunia, Budhram Nunia, Sitaram Pashi, Jagadish Kankar, Dharmadeo Nunia and Ram Chandra Nunia are Exts. M12 series in three sheets. Each sheet at the place of date contains interpolation of typed date '2' by the hand written date '4'. The original of these letters (Ext. M12 series office copies) were registered at Ukhra Post office on 6th November, 1970, vide Ext. M7 series. The acknowledgement of those letters of Ext. M12 are Ext. M9 series. Jagadish Kankar got the letter addressed to him on 4th November, 1970, vide Ext. M12-second sheet,—on 10th November 1970 vide Ext. M9 series, first acknowledgement card, while Ramchandra, Dharamdas, Sitaram, Hardeo. Budhram, Hari got on 18th November 1970 vide acknowledgement cards relating to those persons mentioned above. But the acknowledgement card relating to Shewnandan came refused dated 10th November 1970 with a remark, "MALIK EKHANE NAI" (i.e. owner is not residing at the address given on the envelope), vide Ext. M8. Workman Jagadish Kankar, therefore, got the letter Ext. M12 on 10th November 1972 while Ram Chandra, Dharmadas, Satiram, Hardeo, Budhram and Hari received the letter. Ext. M12 on 18th November 1970. ceived the letter, Ext. M12 on 18th November 1970, while Sheonandan was not found residing at the address on 10th November 1970. Those five workmen named above who received the notice of adjourned date of domestic enquiry to 13th November 1970 could have no opportunity to present themselves before the enquiry officer on 13th November 1970. The enquiry officer did not consider as his records of proceedings show, whether the date of domestic enquiry originally fixed on 3rd November, 1970 and adjourned to 13th November, 1970 had been duly notified to each of the workmen well in advance before the date of the adjourned hearing, enabling each of them to prepare their defence and to appear before the enquiry officer on 13th November, 1970. It is clear from the minutes of the domestic proceedings that on 13th November 1970 when the enquiry officer commenced the domestic enquiry it had not before him the five acknowledgement receipts relating to the notice of the adjourned date of the domestic proceedings in regard to the five workmen named above, nor he had before him the acknowledgement card relating to Jagadish Kankar and Shewnandan Nunia reported not residing at the address given in the letter (vide Ex. M10). The enquiry officer has crtegorised seven documents and observed. "It is found from the above documents and particularly the notification published in the 'The New Sketch' that each of the workmen had the full knowledge regarding date of enquiry to-day but they are deliberately avoiding to attend the same and have neither submitted their explanation to the charges". The adjourned date of the domestic enquiry being 13th November 1970 was to be communicated by the management to each individual workmen well in advance of the date of the adjourned enquiry. The enquiry officer was to be satisfied that the notices of adjourned date of domestic enquiry had been served on a particular date to each of the workmen leaving sufficient time for them to prepare their respective defence and to appear before the enquiry officer on 13th November 1970. As regards the

notices, office copy Ext. M2, sent per registered post on 6th November 1970, the enquiry officer did not take into consideration whether those notices were served, on each of the eight workmen before 13th November, 1970 leaving sufficient time from the date of service on each workman of such notice for each of them to prepare their defence and to appear before the enquiry officer on 13th November, 1970. On 13th November 1970 that means on the adjourned date of enquiry the enquiry officer did not determine before commencing with the enquiry ex-parte whether the notice addressed to each of the eight workmen and sent per registered post to their respective address on 6th November 1970 had been duly served on each of such workmen at a time leaving sufficient margin to each of them to prepare their defence and to appear before him on the adjourned date i.e. on 13th November, 1970.

8. The Peon Book with original 16 covers addressed to above 8 workmen being item No. 7, page 2 of Ex. M10, i.e. the minutes of the proceedings of the enquiry officer now need be examined. The management produced as part of the record of the domestic proceedings before this tribunal Ex. M5 series, 8 envelopes containing chargesheets and the date of enquiry being 3rd November, 1970, addressed to each of the eight workmen. I shall presume that before the enquiry officer these eight envelopes containing the chargesheet-cum-notice of the date of enquiry, fixed on 3rd November, 1970, were entered in the Peon book item No. 7, page 2, Ex. M10, i.e. the minutes of the proceedings of the enquiry officer as sixteen covers. But there are in the record of the domestic. But there are in the record of the domestic proceedings not 16 but eight covers. If the other 8 covers were entered in the Peonbook, relating to the chargesheet and about the adjourned date of domestic enquiry having had been fixed on 13th November 1970, those 8 covers are not forming part of the records of the domestic enquiry as produced before this tribunal. So, this tribunal will not bother itself over the other 8 covers, if any, containing, if any, the notice of the adjourned date of domestic enquiry having had been fixed on 13th November, 1970 addressed to each of the eight workmen and sent through the messenger Gopal by the colliery concerned. Before this tribunal a Peonbook was produced containing centain entries dated 4th November 1970 showing entries of 8 covers containing a letter from Manager to one Sheonandan Nunia, Jagadish Kankar, Budhram Nunia, Hardeo Jaiswara, Hari Jaiswara, Ramchandra Nunia, Satiram Pashi and Dharmadas Nunia. The peon Gopal Mondal made an entry in the receipt column of Ext. M13 of the Peon Book relating to his attempted service of the covers dated 4th November 1970 to each of the eight addresses the notice of adjourned date of hearing of domestic proceeding. This Gopal was examined as a witness No. 9 by the management in the domestic proceeding ex-parte. Those 8 covers were marked by the enquiry officer Ex. 9 to Ex. 9 but the record of the domestic enquiry do not contain those exhibited 8 covers. It is also very interesting to note that the other 8 covers which have been marked by this Tribunal as Ex. M5 series do not bean any Ext, mark put by the enquiry officer. These 8 covers containing the chargesheet and the notice of the date of enquiry being 3rd November 1970 vide Ex. M5 were proved by the management witness No. 8-Fulana Prosad, Chaprasi before the enquiry officer. Page 27 of the minutes of the proceedings of the domestic enquiry (Ex. M10) would show that these 8 covers were marked by the enquiry officer as Ext. M6 now marked Ex. M5 and also the peon book now Ext. M6. Now the peon book entries marked Ext. M6 by the Tribunal relating to entries dated 22nd October 1970 with the Hindi endorsement thereon by Fulana Prosad does not bear the management's Exhibit mark M6 in the domestic proceedings as recorded at page 27 of the minutes of the domestic proceedings Ex. M10. The tribunal would not take those eight covers relating to peon book entries dated 4th October 1970 Ext. M13. into consideration because those do not form part of the record of the domestic proceedings. It may, therefore, be concluded that no notice of the adjourned date of hearing of the domestic proceedings fixed on 13th November 1970 had been sent to each of the workmen through any office peon of the management. Therefore, the evidence of Chaprasi Fulana and the corresponding entries in Hindi in the Peonbook which is marked Ext. M6 by this tribunal can hardly be relied upon as forming part of the record of the domestic proceedings. The envelopes, Ext. M5 series, have no bearing on the point of adjourned date of hearing of the domestic proceedings that I have now considered.

9. Now, the case of the "The New Sketch". The "New Sketch" is item No. 6, page 2 of the minutes of the domestic proceedings Ext. M10. It is in English. It is published from Dhanbad. The relevant portion has been marked as Ext. M15. There is the notice in the paper reading, "The following workmen employed in our Nag's Kajora Jambad colliery, P.O. Ukhra, Burdwan, are hereby informed that a domestic enquiry will be held at the colliery office on 13th November 1970 at 9 am. by Sri R. K. Sinha, Roy, Personal Officer regarding the chargeshoot detail 22nd sonnel Officer regarding the chargesheet dated 22nd October 1970 issued separately against them. They are directed to attend and participate the said enquiry are directed to attend and participate the same enquiry with their witnesses, if any, and on failure to attend the same the enquiry will be held ex-parte—1. Sri Sewnath Nunia, 2. Sri Satiram Pashi, 3. Sri Jaiswara, 4, Sri Ramchandra Nunia, 5 Sri Hardev Jaiswara, 6. Sri Jagadish Kankar, 7. Sri Dharamdeo Nunia, 8. Sri Budhuram Nunia all loaders, Sd|- S. Nag, Finance Manager, Nag's Kajora Jambad Colliery". It is very engrossing to note that in the notice it is said is very engrossing to note that in the notice it is said that the enquiry will be held at the colliery office on 13th November 1970 at 9 a.m. by Sri R. K. Sinha Roy regarding the chargesheet dated 22nd October 1970 issued separately against each of them meaning the 8 workmen. On each of the five workmen out of 8, chargesheets already mentioned i.e. chargesheet-cumnotice of enquiry, were served on 3rd November 1970 and on three others such chargeshee-cum-notice had not been served as already observed. I again cophasise on the contents of the first page of the contents chargesheet with the heading "Description of charges made against you" and the contents thereunder. already quoted herein before in this award. The contents in the description can be interpreted as that as that within 48 hours of the issue of chargesheet, the work-man concerned is to submit written explanation. As the language of the extract quoted in the heading "Description of the charge made against you" stands, it means that within 48 hours of the date of issue of the chargesheet the workman concerned shall have to submit his explanation. So, by 24th October 1970 during the working hours of the colliery each of the workmen was required to submit his explanation. But till before 23rd the registered cover containing the chargesheet with the notice of the first date of enquiry had not been registered in the post office and the envelopes containing the notice-cum-chargesheet, Ext. M5 series, which do not form part of the record of the domestic enquiry, as I have already observed, had not been tendered, even if I take the entry in the Peonbook which I have marked Ex. M6 with the endorsement in Hindi, till before an interpolated date in the column "Time" of Ext. M6 of the peonbook, which I have encircled with green ink with my signature and date. This interpolated date without any attestation of such interpolation in the Peonbook Ext. M6 makes the document a clear forgery. So, I cannot rely on the Peonbook entries Ext. M6, so also the management's assertion that Ex. M5 were tendered to each of the workmen and were refused by each of them as per peon book entry Ext. M6. But the notice in the Newspaper referred to relates to the charge-sheet and the enquiry relating thereto. Five workmen got the chargesheet on 3rd Nvember 1970. So they

could not in view of the endorsement in the heading "Description of charge made against you" submit their explanation on 3rd November, 1970 at any time. If they were required to submit their explanation by 24th October 1970 in terms of the language as used under the heading "Description of the charge made against you", the date 3rd November 1970 was far from the 48th hour counted from 22nd October 1970 i.e. date of issue of chargesheet. If they were to submit explanation within 48 hours from the date of receipt of the chargesheet, that means on and from 3rd November 1970, those five workmen were to have submitted their explanation within 5th November, 1970 but not on 3rd November, 1970 when the domestic enquiry did not sit.

10. In the written statement of the management it is stated in paragraph 19 as follows:

"The management could go ahead with the said domestic enquiry on 3rd November 1970 exparte without waiting any further, but to give the workmen another chance for defending themselves and for submitting the written explanations a copy of the chargesheet to each of the chargesheeted workman was again sent on 4th November 1970 and they were also informed that the domestic enquiry which was due to be held on 3rd November 1970."

The management in that paragraph in order to afford a chance to the workmen for defending themselves and for submitting written explanation had sent not only the notice dated 4th November 1970 but a copy of the chargesheet to each of the workmen. The envelope Ext M8 containing the original letter dated 4th November 1970 of which copy is Ext. M12 addressed to Sheonandan Nunia is accompanied by a copy of the chargesheet but Sheonandan Nunia refused to accept the envelope, Ext. M8. Here again 1 refer to the column "Description of charge made against you" and the contents there under and the vagueness of the language used therein. It is also very pertinent to observe that the chargesheet contains column dully printed showing the receipt of the chargesheet, signature of the employee to be proceeded with, signature of the witness and all those. But in every charge-sheet that is forming part of the record, the columns are blank. Now, by the notice published in the "New States" with reference to the charge-band the protect. with reference to the chargesheet character of which I have mentioned above, and the manner of service of which I have also commented, the adjourned date of domestic enquiry was notified. For whom the notice was meant-for illeterate eight workmen of whom a few knew only to sign their names in Hindi. Four workmen, Ramchandra Nunia, Satiram Pashi, Budhu Nunia and Dharmadeo Nunia filed their written statements and gave their respective Left L.T.I. under the verification of the written statements. So, they are illeterate. The Assistant Surveyor, Nag's Kajora Jambad colliery, a formal witness named Aslm Banerjee came to prove the records of the domestic enquiry formally. In cross-examination he said that in Nag's Kajora Jambad collicry there are subscribers of Ananda Bazar Patrika, Jugantar Patrika and the Statesman. He further said that it is not a fact that New Sketch of Dhanbad has no circulation in Nag's Kajora Jambad collicry. He admitted that the workmen knew Hindi and spoke in Hindi and that they do men knew Hindi and spoke in Hindi and that they do not speak in Bengali or in English as they do not know English or Bengali. Therefore, "New Sketch" paper in which the notice of the adjourned date of enquiry with all its background as I have discussed appeared on 9th November 1970 for only those persons who could read, write and understand English but not for any person who could neither read English nor understand English. It requires no authority to hold that such a notice could not be meant for the eight workmen who did not know English and could not understand English. So, they could have no notice of the date of enquiry being 13th November

1970 from New Sketch even though the said newspaper might have the widest circulation in Nag's Kajora Jambad colliery, although the witness said that only three newspapers were in circulation in the colliery as there were subscribers of the three newspapers.

11. Now, I come to a very broad aspect. I assume that all the chargesheets and the notices had served on each individual workman. But all those documents as I have discussed are in English and the eight workmen did not know English and cannot read English. No vernacular translation (i.e. Hindi vernacular) either of the chargesheets or of the notices of the domestic enquiry, along with the English version of the chargesheet and the notices had ever been served on anyone of the eight workmen. So, the illeterate Hindi speaking workmen who are assuemd to have had been served with the chargesheets and with the notices of the adjourned date of enquiry addressed to each of them in English cannot be considered to have had been duly served with the chargesheets and with the notice of the first date of enquiry and the adjourned date of enquiry, so that they could have opportunity to understand the charges against them and could have made out their respective defence against the conduct as alleged in the chargesheets and could have attended the enquiry as fixed originally and as fixed later on an adjournment to 13th November 1970. If a workman speaks only Hindi understands only Hindi and can also read and write Hindi but cannot speak, read, write and understand any other language he must be, if he is to be proceeded with for any misconduct in a domestic enquiry by the management, served with chargesheets in Hindi and all other connected documents in Hindi. If the workman can only speak Hindi but cannot read and write Hindi, the management's authorised officer who knows Hindi, can read Hindi and speak Hindi must explain the contents of the chargesheet and all other documents if in English or even in Hindi, in spoken Hindi to each of such workmen. If the chargesheet and other documents in English are served on an illcterate Hindi speaking workman, the Hindi version of the English documents must accompany such English document in addition to the explaining of the contents of the Hindi version in plain spoken Hindi of such document to such a workman. The workman who is to be proceeded with in a domestic enquiry which may result in his dismissal or discharge from service or otherwise affecting his terms and conditions of service, he must be given all reasonable and possible opportunity to defend himself. If a workman is an illeterate and cannot speak and understand English and cannot understand any language other than Hindi, the service of chargesheets and all other connected documents relating to a domestic proceeding by a management on such a workman couched in English language would be highly illegal since the workman served with such documents would on the face of those documents be denied his right to defend himself in the domestic proceeding. I have noticed that all the documents upon which the management relied ending in the dismissal of the the eight workmen are appearing in English and the language used in those documents is such that those who are not conversant with technicalities of law and nicities of English language and grammer can hardly understand the contents of all the documents which were allegedly served upon cach of the eight workmen meaning the chargesheet with the notice of the date of first enquiry and the notice of the date of adjourned enquiry. Therefore, if I assume that the chargesheets as well as each of the notices of the domestic enquiry had also been served on each of the workman, even then I must hold that by serving those documents appearing in English and having had not accompanied with a Hindi vernacular version of each of such documents, i.e. Hindi translation, the management had thereby denied to each of the eight workman their right to defend themselves in the domestic enquiry. Moreover, as I have already found, that five workmen did not get the notice till

before 18th November 1970. Two workmen got the nonce of adjourned date of hearing of the domestic enquiry not earlier before 30th October 1970 and 31st October 1970 and one did not get notice as he refused it and that also on 31st October 1970. The enquiry officer when began the enquiry on 13th November 1970 relied mainly on the "New Sketch". reliance on other 8 covers relating to notice of adjourned date of hearing was visionery. He did not have the opportunity of considering whether the notices of the adjourned date of hearing being 13th November 1970 sent per registered post to the adjourned date of hearing being 13th November 1970 sent per registered post to the adjourned to the adjourned by the section of the sectio dress of each of the eight workmen had or had not been received by them on a date before 13th November 1970 leaving sufficient margin for each of the workman to prepare his defence and to appear before the enquiry officer on 13th November 1970. The enquiry officer did not, as would appear from minutes of the proceedings of the domestic enquiry, apply his mind to determine the question as to the due service of the notcie of the adjourned date of hearing in the minutes of the domestic proceeding, being 13th November 1970, on each of the eight workmen. Considering all these circumsetances, I hold that the ex-parte domestic enquiry held on 13th November 1970 against each of the eight workmen was in violation of the principles of natural justice and that patiently appears from the record of the domestic proceedings, Ex. M10, produced before this tribunal and analysed by me in the manner as I have just observed.

12. Sri Das, learned Advocate appearing for the management, at one stage argued that the charge-sheet-cum-notice of date of enquiry being fixed on 3rd November 1970 were exhibited in the Notice Board of the Company giving sufficient notice to the workmen about the charge levelled against each of them and the date of enquiry. That device is certainly a device which is accepted in law. But no notice of adjourned date of the hearing in the domestic proceedings being 13th November 1970 had been hung up in the notice Board of the colliery. The earlier notice, as Mr. Das submitted, lost its worth when on 3rd November 1970 the domestic enquiry had not been held and had been allegedly adjourned to 13th November 1970. In the case of G. McKenzie & Co., Ltd., vs its workmen and others, reported in 1959 I LLJ. p. 285, a question arose as to how the chargesheet and notice of enquiry were to be served if the workmen avoided service. Their Lordships of the Supreme Court observed, "In the present case the management of the appellant company took the precaution of affixing the notice on its Notice Boards both inside and outside the company's premises and there is evidence to show that they remained fixed from April 20, 1955 till June 9, 1955, i.e. right upto the termination of the enquiry. It also sent registered acknowledgement due notices to all workmen. When some of them came back unserved, it wrote to the Secretary of the Union asking served, it wrote to the Secretary of the Union asking for the addresses of the workmen but that gentlemandid not care to reply to this letter. The management also wrote to the Labour Commissioner as to the action it was proposing to take". As regards the company's fixing of the notice outside the premises of the factory when lockout was continuing the Supreme Court observed, "It overlooked the evidence as to the notice being affixed on the appellant company's board outside its gate from where the workmen were not outside its gate from where the workmen were not excluded as a result of the lockout and it was open to them if they so desired to go and look up the notices there" So. if the company hung up notices outside the office of the colliery and those remained hung up from 4th November 1970 to 13th November 1970 and if the workman still absented from the enquiry held on 13th November 1970 there would not have denial of natural justice since the management alleges that the workmen adopted a device of refusing ceptance of notices at every occasion But, Mr. Das did not submit before the Tribunal that the notice of the adjourned date of enquiry fixed on 13th November 1970 was put up and was displayed outside the office premises of the colliery for all to know including the workmen concerned if they cared to know that the adjourned domestic enquiry would be held on 13th November. 1970. So, the decision of the Supreme Court in the circumstances of the case would not help the management.

13. Point No. (ii).—If the answer to point No. (i) is in negative is the order of dismissal of each of the workmen justified in law?

In view of my findings in Point No. (i) above, I hold that the dismissal order on the report of the findings of the enquiry officer has been illegal and ultravires the jurisdiction of the management of the colliery concerned.

- 14. Point No. (iii).—If the answer to point No. (ii) is in favour of the workmen, are they entitled to reinstatement with back wages for the period from the date of their dismissal i.e. from 30th November 1970 to the date of their reinstatement, if ordered?
- As I have already held that the order of dismissal against each of the workmen cannot be justified as it has been passed in a domestic enquiry which is vitiated by the violation of the principles of natura! justice indulged in by the Enquiry Officer as well as by the authority that dismissed each of the eight workmen, the order of dismissal is set aside and each workman will be reinstated to his post within seven days from the date of publication of this award with full back wages and other benefits counted from the date of their dismissal to the date of their reinstatement.
- 15. I may observe that some of the workmen have already been chargesheeted by the Prosecuting authorities before the S. D. J. M., Durgapur and a criminal proceeding against them is awaiting adjudication by the S. D. J. M. Durgapur. I am told that the incident relating to the alleged misconduct for which the 8 workmen were chargesheeted by the management covers the incident which is the subject matter of adjudication by a competent criminal court on the complaint made by the management against the eight workmen before the Police that had initiated the criminal case against the eight workmen concerned. So, I need not in a proceeding like this discuss any fact relating to the alleged incident.
- 16. In the result, my award is that the management of Nag's Kajora Jambad Colliery. Post Office Ukhra, District Burdwan was not justified in dismissing from service Sarvashri Ramchandra Nunia, Hari Jaiswara, Buddu Nunia, Dharmdeo Nunia, Hardeo Jaiswara, Satiram Pashi, Jagdish Kankar and Sewnath Nunia, Loaders, with effect from the 30th November, 1970 and that the workmen should be reinstated within seven days from the date of publication of this award with full back wages and other benefits attached to their posts.

Dated, August 9, 1972.

(Sd.) S. N. Bagchi, Presiding Officer.

[No. I./19025/1/72-LRI[.]

New Delhi, the 8th September 1972

S.O. 2547.—In pursuance of section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal. Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collicries Company Limited. Post Office Kothagudem (Andhra Pradesh) and their workmen which was received by the Central Government on the 23rd August, 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD.

PRESENT:

Sri P S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 60 OF 1971

BETWEEN

Workmen of Singareni Collieries Company Limited. P.O. Kothagudem Collieries.—Petitioner.

AND

Management of Singareni Collieries Company Limited, P.O. Kothagudem Collieries—Respondent.

APPEARANCES:

- Sri M. Komariah, General Secretary, S. C. Workers Union Kothagudem for Workmen.
- Sri K. Srinivasa Murthy, Secretary of A.P. Chamber of Commerce and Industry and Sri V. Gopala Sastry, Personnel Officer, for Management

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation by its Order No. 7/1/70-LR.II. dated 3rd September. 1971 referred the following dispute under Section 10(1)(d) of the Industrial Dispute Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely:—

"Having regard to the 20 years services of the workman, whether the management of Singareni Collieries Company Limited, Kothagudem is justified in not granting their share of Provident Fund accumulation and the non-payment of Gratuity to Shri N. John, Ex-Clerk of Main Hospital of Singareni Collieries Company Limited Kothagudem? If not, to what relief is the workmen entitled?"

This reference was taken on file as Industrial Dispute No. 60 of 1971 and notices were issued to the parties. For the purpose of convenience the workman of Singareni Collieries Company Limited, Kothagudem who is the claimant is referred to as the petitioner and the Singareni Collieries Company Limited, Kothagudem is referred to as the respondent in the course of this award.

- 2. The petitioner was represented by the Singareni Collieries Workers Union Kothagudem and the Central Secretary of that Union has filed a claims—statement contending as follows:—The petitioner was working as a Clerk in the Main Hospital for over twenty years. The Management issued a charge sheet dated 10th April. 1968 on the charge of fraud of a sum of Rs. 60 which was paid to an employee towards his railway fare. The petitioner paid the concerned employee in January, 1968 instead of in December, 1967. Similary another charge was framed stating that Rs. 40 was not remitted in time After the petitioner gave his explanation an enquiry was conducted and the petitioner was dismissed from service from 24th June, 1968. Further representation and appeals by the petitioner made to the Management for reconsideration had failed. Aggrieved by the dismissal, the petitioner applied for refund of Provident Fund in full including Company's share but the management refused to pay the Employer's contribution on the round that the petitioner had been dismissed by the Management for misconduct. The petitioner is entitled to the gratuity when once he had earned it by his past meritorious service. So the respondent should be directed to pay the gratuity for twenty years and also the Employer's Contribution to Provident Fund.
- 3. The respondent in its counter contended as follows. The Petitioner was dismissed from service for proved misconduct. The enquiry established that the petitioner had fradulently claimed outward and return train fare amounting to Rs. 120.00 in respect of a worker without

 $h_{\rm is}$ knowledge in June, and November, 1967 and misappropriated the same for himself. Similarly he collected Rs. 40/- in October, 1967 from the same worker unofficially towards excess trainfare and misappropriated the same. These charges had been admitted by the petitioner. Since the petitioner was guilty of dishonesty, his representation against dismissal did not merit any reconsideration. The dismissal of the petitioner was also retified by this Tribunal in M.P. No. 201/68. Dismissed workers are not eligible for company's share of Provident Fund as per the Provident Fund Rules and Regulations of the respondent. The payment of gratuity is subject to the condition laid down in the Gratuity Rules. So the claim of the petitioner is liable to be rejected.

- 4. The dispute that is referred to this Tribunal for adjudication is whether having regard to the twenty years service of the petitioner the management is justi-fied in not granting its share of the Provident Fund accumulation and is not paying the gratuity is justified?
- 5. After the filing of the claims statement and the counter in this case the matter was posted for enquiry finally to 27th July, 1972. On that day the petitioner examined himself as W.W. 1 and marked Exs. M.1 to M. 4 on his side. At request the matter was adjourned to 10th August, 1972 for further enquiry. On 10th August, 1972 both parties filed a memorandum of settlement and requested this Tribunal to pass an award in terms of the settlement and the same was recorded. Now from the contentions of the parties it is seen that the petitioner was dismissed from service for misconduct after holding a regular enquiry in this case and that when the petitioner asked for the return of the Provident Fund amount and gratuity the respondent refused pay its share of the contribution and also the gratuity. So the petitioner raised a dispute through his Union and finally the dispute had been referred to this Tribunal for adjudication.
- 6. Now from the terms of the settlement it is seen that the parties had agreed that the Union should withdraw the demand for the payment of gratuity and provident fund and that the respondent should approint the petitioner as daily mazdoor and that the period of his absence from the date of termination of his service till the date of his appointment should be treated as leave on loss of pay. Now it is seen that though the petitioner had been dismissed from service the respondent has agreed to reinstate him, though in a different capacity. In as much as the petitioner is now given a job under the terms of memorandum of settlement I am satisfied that the settlement is fair and that an award can be passed in terms of the settlement.
- 7. In the result an award is passed in terms of the settlement. A copy of the memorandum of settlement shall be attached to the award.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal this the 14th day of August, 1972.

(Sd.) P. S. Ananth.

Industrial Tribunal.

APPENDIX OF EVIDENCE

Witnesses examined for Petitioner

Witnesses examined for Respondent

W. W. I: N. Joн_N.

NIL.

Documents exhibited for Petitioner

Documents exhibited for Respondent

NIL.

x. M1: Age retirement rule 8 of Singareni Colleties Co. Ltd., with leties Co. Ltd.. effect from 3-8-1959 to all the offices, staff and workers.

Ex. M 2: Proceedings of the Commissioner of Income tax, Hyderabad dt. 16-8-1952.

Ex. M3: Fourth Schedule Part A, recognised Provident Funds Rule 4 of the Income Tax

Act, 1961. Ex. M 4: Extract from A.P. Coal Mines, Scheme Notification No. S.R.O. 657, dt. 12-3-1956.

(Sd.) P. S. ANANTH. Industrial Tribunal.

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL (C) HYDERABAD

IN THE MATTER OF I.D. No. 60 OF 1971 Between the Workmen represented by S.C. Workers Union.

Workmen

The M magement of Singareni Collicrics Company Ltd.

Management.

The Singareni Collieries Workers Union and he Management hereby agree that an award may be passed in terms of compromise on stated hereur der.

(1) The Union withdrawn the demand for the payment of gratuity and Provident fund which is the subject mut of I.D.

No. 60 of 1971.

(2) The Management agrees to appoint Sii N. John as Daily Mazdoor Category I (one) undergone from the date he reports for duty on or after 25-8-1972.

- (3) The period from the date of term nation of his service as clerk till the date of his appointment as daily Mardon Category I (one) will be treated as leave on loss of pay.
- (4) The union hereby agrees that it has no claim whatsoever against the management regarding Sti N. John and no dispute will be raised regarding his termination of loss of salety etc.

May be pleased to consider.

Sd.) M. Komariah General Secretary, Singareni Collieries Workers Union.

Sd - ****** G. P. O. 10/8/72.

(Sd.) P. S. ANANTH, Industrial Tribunal. [No. 7/1/70-LRII.]

New Delhi the 11th September 1972

S.O. 2548.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Ramagundam Division, Post Office Godavari Khani (Andhra Pradesh) and their workmen which was received by the Central Government on the 23rd August, 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

Industrial Dispute No. 71 of 1971: BETWEEN

Workmen of Singareni Collieries Company Limited, (P.O.) Godavari Khani, Ramagundam Division No. 1-Petitioners. Respondent.

AND The Management of Singareni Collieries Company Limited, (P.O.) Godavari Khani, Ramagundam Division

No. 1-Respondent.

Sri A. Lakshmana Rao, Advocate, for Petitioner. Sri M. Shyam Mohan, Personnel Officer, Bellampalli, for Respondent.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. L/2112/28/71-LRII dated 19th October, 1971, referred the following dispute to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act), namely:

"Whether the management of Ramagundam Division I of Singaren Collierles Company Limited, is justified in designating Sarvashri V. Satyanarayana N. Devdas, L. Vamana Reddy and B. Lingalah as Auxiliary Turbine Attendants and in placing them in Category III as per the Central Wage Board recommendations for Coal Mining Industry? If not, to what relief are the said workmen entitled and from what date?"

This reference was taken on file as Industrial Dispute No. 71 of 1971 and notices were issued to the parties. For the purpose of convenience the workmen of Singarem Collieries Company Limited, Godavari Khani and the Singareni Collieries Company Limited, Godavari Khani are referred to as the petitioners and the respondent respectively in the course of this award.

- The petitioners are represented by the Andhra Pradesh Singareni Collieries Mazdoor Sangh, Ramagundam (hereinalter referred to as the said Sangh) and the Vice President of the said Sangh filed claims statement contending as follows V. Satyanarayana, N. Devadas, L. Vamana Reddy and B. Lingaiah are I.T.I. Certificate holders and they were appointed in 1967 on a regular basis during the time of erection of power house by the respondent at Ramagundam. These four workmen, working under the guidance of experts during the period of erection had gained rich experience. The first turbine in the power house was commissioned in 1968 and the second turbine was commissioned by July, 1969. As per the Wage Schedule of the respondent issued on the implementation of the Central Wage Board recommendations the turbine attendants were placed in the grade of Rs. 205—337. These turbine attendants operate and drive the turbines. Ever since 16th August, 1969 the respondent is extracting the work of turbine attendance from these four workmen but was paying only category III wages. Apart from this to avoid payment of wages duly payable to a turbine attendant, the respondent designated these four persons as Auxiliary Turbine Attendants, when as a matter of fact they are doing the work of turbine attendant. Having regard to the nature of the work done by these workmen they requested the respondent many times to pay them the wages of turbine attendant to which they are entitled. Ultimately instead of giving them the grade of Rs. 205—337 the respondent started paying category IV wages from December, 1970. Aggrieved by this unfair and vindictive action of the respondent these workmen raised a dispute through the Union and that dispute is now referred to this Tribunal for adjudication. The four persons concerned in the present dispute should be designated as turbine attendants and placed in the grade of Rs. 205-337 with effect from 16th August, 1969 which is the date from which these persons are working as Turbine Attendants.
- 3. The respondent filed a counter contending as follows:—The four workmen referred to were taken as Machine Mining Trainees in Category I on 2nd July, 1967 and were temporarily posted to work at power house and when the power house started there was necessity to post running staff and so they were subsequently promoted to work as Auxiliary Turbine Attendants on a probation for three months in Category III with effect from 16th August, 1969. These workmen were confirmed as Auxiliary Turbine Attendants from 25th December, 1969 and a claim was made on 9th March, 1971. These workers have been correctly

- allowed the new category III and there is no justification for allowing any higher category. The allegation that these workers have been working as Turbine Attendants since 16th August, 1969 on which day they were appointed as turbine attendants and accepted by them and as such should be given the grade of its, 205—337 is fictitious and not based on facts. There was no necessity to extract work from 16th August, 1969 while the power house work was looked after by four permanent turbine attendants who supervise all work connected with Turbines. The duty of the Auxiliary Turpine Attendant is to assist. It is beyond the jurisdiction to demand certain higher designation by the workmen to gain a promotion. In fact the workmen are claiming for a promotion which is not due and any promotion to a higher grade is a managerial function. Whenever two Turbo sets are worked in the power house the Auxiliary Turbine Attendants are paid the difference between 11I and IV categories. So the claim made by the workmen is not justified.
- 4. Now the dispute that is referred to this Tribunal for adjudication is whether the respondent is justified in designating the petitioners as Auxiliary Turbine Attendants and placing them in Category III as per the recommendations of the Central Wage Board?
- 5. The petitioners are working as Turbine Auxiliary Attendants in the Power House at Godavary Khani in Ramagundam Division. They are also holders of I.T.I. certificates in Fitter Trade. In this power house three turbines work at a time and there are four turbine drivers and they are W.Ws. 2 and three others. The petitioners' contention is that in all there are eight turbine drivers including W.W. 2 and the three other turbine drivers and the petitioners that they (petitioners) are doing the same work done by W.W. 2 and the other three turbine drivers who have been placed in the grade of Rs. 205—337 and so they should be also given the designation as Turbine Drivers and that they should be given the same designation and the grade as given to W.W. 2 and that the three other Turbine Drivers. According to them though the duties that are extracted from them are that of the Turbine Drivers instead of giving the designation Turbine Drivers, there extended the difference of the Turbine Drivers and placed them in new category III.
- 6. The first contention of the respondent's representative is that from the claims statement it is seen that they are actually asking for promotion as Turbine Drivers, whereas the reference is whether the respondent is justified in designating the petitioners as Auxiliary Turbine Attendants and placing them in category III and if the petitioners want any promotion this Tribunal cannot go into that matter because it is only managerial function. No doubt, as contended by the respondents representative, if it is the promotion that the petitioners ask for then, it being the managerial function, this Tribunal cannot give relief in the present proceedings. Considering the nature of the reference made to this Tribunal all that has to be seen is whether the action of the respondent in placing the petitioner in category III is justified.
- 7. It is also contended by the respondent's representative that there is Industrial Dispute No. 30 of 1967 pending before this Tribunal wherein the Union has raised the contention that the Auxiliary Turbine Attendants should be paid wages as per new category IV prescribed for daily rated workmen and that the respondent is contending in that industrial dispute, that Auxiliary Turbine Attendants were in old category IV and that as per the recommendations of the Wage Board old category IV and V should be given new category III and so there is no justification for asking for new category IV and that in I.D. No. 30 of 1967 the Union has proceeded on the basis that the Wage Board has not fixed any thing for auxiliary turbine attendants and some others working in the power house and so the present claim of the petitioners is inter-linked with

I.D. No. 30 of 1967 and so the present claim of the petitioners cannot be adjudicated upon the present proceedings and they should only await the result of I.D. No. 30 of 1967.

8. So far as I.D. No. 30 of 1967 is concerned the dispute that is referred for adjudication to this Tribunal is as follows:—

"Subject to the views expressed and recommendations made by the Central Wage Board for Coal Mining industry, and the agreement between the Management of Singareni Collicries Company Limited and their Trade Umions referred to, in paragraphs 3 to 6 of Chapter IX of the Wage Board's report, what further modifications and changes in the categorisation and wage structure recommended by the said Wage Board for West Bengal and Bihar Coal Fields are necessary to make the said categorisations and wage structure applicable to the Workmen of Singareni Collieries Company Limited, having regard to the special conditions obtaining in the Andhra Pradesh Coal Fields."

9. The Unions which are parties to the disputes in Industrial Dispute No. 30 of 1967 filed their claims statements and it is enough to refer to the relevant portion of the claims statement filed by the Singareni Collieries Mazdoor Sangh, Kothagudem, since the other claims statements are also almost on the same lines as the claims statement filed by Singareni Collieries Mazdoor Sangh, Kothagudem. It is seen from the evidence that the Central Wage Board while giving categories has not fixed any category separately for some types of workers in the power house, the said Union in its claims statement in I.D. No. 30 of 1967 stated as follows:—"D-categories of workmen not covered by the Wage Board: The Wage Board while classifying and categorising broadly according to job descriptions has directed that such of those workmen who were not categorised by them should be done by the management after discussing the same at unit level with the work-While fixing the categories the management was directed to take into account the total emoluments drawn, skill involved, nature of duties and responsibilities etc. The management has not adhered to these This forms part of the subject matter of directions. the strike notice and the dispute referred for adjudication, the excluded categories of workmen and the demands are as under:

Auxiliary Turbine Attendant.—These workmen assist the Turbine Drivers in Thermal Station. Though the Mazumdar Award did not stipulate any category for these workmen, they were placed on Category IV by virtue of settlement arrived between the management and the workmen. The Wage Board has not made any provision with respect to these workmen. The demand is that they should be paid the wages of Rs. 6.90—0.20—8.90 of new category IV prescribed by the Wage Board The same Union in the summary of the demand shown as Annexure No. VII under the heading "D—categories of workmen not covered by the Wage Board" had shown the Auxiliary Turbine attendant as Serial No. 46 and it is also shown that they are entitled to new category IV. The respondent in its counter in Industrial Dispute No. 30 of 1967 while referring to Auxiliary Turbine Attendants:—Auxiliary Turbine Attendants are all in old category IV except for one worker at Bellampalli who is an old category V as personal. Under Wage Board's recommendations, workers in Categories IV and V should be allowed new Category 3 and not Category 4 as stated by the Unions. These workers have been correctly allowed new Category 3 and there is no justification for allotting them new Category 4.

10. So from the reference and claims statement in Industrial Dispute No. 30 of 1967 referred to above it is clear that as regards certain categories of workmen not covered by the Wage Board, the Wage Board had recommended that such of the workmen who were not

categorised by the Wage Board such categorisation should be done by the Management after discussing the same at unit level with the workmen and that while fixing the categorisation the management may take into account the total emoluments drawn, skill involved, nature of duties etc. and the contention of the Unions in I.D. No. 30 of 1967 is that the Management has not adhered to the directions given by the Wage Board in fixing the categories. So far as Auxiliary Turbine Attendant is concerned in I.D. No. 30 of 1967 the Union contended that the Wage Board did not make any provision in respect of these workmen and that these workmen should be paid wages of Rs. 6.90 of 0.20—8.90 of new category IV prescribed by the Wage Board. Now in the present proceedings the petitioners' contention is that they are being designated wrongly as Auxi iary Turbine Attendants, and that they have been placed in category III and that the nature of work done by them is the same as Turbine Drivers and so they should be given the same category as W.W. 2 and three other Turbine Drivers.

11. At this stage the evidence adduced by the parties may be referred to see whether any relief has to be granted in the present proceedings as claimed by the petitioners or whether the petitioners should await the final result of I.D. No. 30 of 1967 as contended by the respondent's representative.

12. W.W. 1 (V. Satyanarayana) is one of the petitioners and he has referred to several duties performed by him and according to him the duties referred to by him are the duties done by the Turbine Drivers. W.W. 2 (A. Rajaiah) is working as one of the Turbine Drivers and he is in the grade of Rs. 205-337 and it is the same grade that is now claimed by the petitioners. He says that the petitioners are working as Turbine drivers, that prior to that the petitioners were working as Auxiliary Turbine Attendants and that there is no difference in the work done by the petitioners when compared with the work done by himself and that other three Turbine drivers. M.W. 1 (A. M. M. M. 1) is the Carlo Divisional France and I. S. 1. Mathew) is the Senior Divisional Engineer who is looking after the power house at Ramagundam and other places. He says that the petitioners are only Turbine Auxiliary Attendants (the evidence shows that they are also called as Auxiliary Turbine Attendants), that one Turbine Driver and two Auxiliary Turbine Attendants in each shift attend on both the turbines, that the Turbine Attendants are on monthly grade, that the Auxiliary Turbine Attendants are daily rated and are now in new category III. No doubt some details about the working of power house at Ramagundam and at Kothagudem and at Bellampalli have been brought out in the eviand at Benampain have been prought out in the evidence to show that there are more responsibilities for the petitioners so far as they are concerned, but they are not very much relevant for the purpose of the present enquiry because the whole dispute is only about designating the petitioners as Auxiliary Turbine Attendants and placing them in new category III.

13. Now from the evidence referred to in this case it is clear that the petitioners have been designated as Auxiliary Turbine Attendants and that they are monthly rated. W.W. 1 says that they represented to the Management that they should be given the designation of Turbine Driver and that they should be given that grade of pay. He himself admits that his designation is Auxiliary Turbine Attendant. He himself admits that there are four permanent Turbine Attendants but he wants to say that he and the other petitioners are doing the same duties as those Turbine Attendants. So far as W.W. 2 is concerned he says that he and the other Turbine Attendants are superior to the Auxiliary Turbine Attendants, who are paid on daily rate. He also says that the Auxiliary Turbine Attendants were given officiating allowance being the difference between the pay of category III and category IV whenever they work in the second turbine. M.W. 1 says that the petitioners have not got the required experience

correct faults and so they cannot be given higher category now. He also says that apart from the four petitioners there are other three auxiliary turbine attendants at Ramagundam and that the work of Turbine Driver cannot be extracted from them as they have not got the required experience. He also says that if Auxiliary Turbine Attendant works on the first floor he would get one category extra. So the evidence in this case shows that whenever Auxiliary Turbine Attendants are asked to work in the place of the Turbine Attendant they are given officiating allowance. Now the evidence of M.W. 1 is that besides the asked to work in the Attendant they are a s there are three other Auxiliary Attendants and that all these persons three petitioners Turbine have got less experience and so they cannot be given the higher category now. In the present proceedings the petitioners want themselves to be equated with the Turbine Drivers or Turbine Attendants and get their grade, though the Auxiliary Turbine Attendants are daily rated. Even in I.D. No. 30 of 1967 the claim put forward by the Union is that these Auxiliary Turbine Attendants should be paid the wages as fixed in the Wage Board and that they should be given new Category IV. Now the petitioners, who are designated as Auxiliary Turbine Attendants by the respondent want that they should be designated only as Turbine Drivers like W.W. 2 and three others and that they should also be given the same grade. So first of all the categorisation should be fixed with reference to skill involved and the nature of the duties and responsibilities before any relief can be granted to the petitioners and now this is the very same matter that is pending decision in I.D. No. 30 of 1967. So until this aspect of the matter is decided, the question whether the respondent is justified in designating the petitioners as Auxiliary Turbine Attendnats and placing them in new category III or not can-not be considered. The present claim of the petitioner is in a way inter-linked with the dispute in I.D. No. 30/67 as is contended by the respondent's representative. Though it is contended by the learned course the position of the learned course the learned c for the petitioners that it is because the petitioners are doing the same duties as the Turbine Drivers they should be treated only as Turbine Drivers and that the respondent has wrongly designated them as Auxiliary Turbine Attendants and that this is not inter-linked with I.D. No. 30 of 1967, but as already stated, considering the nature of the evidence now let in and the ing the nature of the evidence now let in and the nature of the dispute in I.D. No. 30 of 1967 so far as Auxiliary Turbine Attendants are concerned I am satisfied that the present claim is inter-linked with the dispute in I.D. No. 30 of 1967 and that if any finding is given now on the categorisation etc. in the present industrial dispute it would be only prejudging the relevant issues in I.D. No. 30/67. So far as the petitioners are concerned they are not in any way prejudice because from the evidence it is seen that whenever they are asked to do higher duties they are given the officiating allowance. So I am satisfied that the status quo should be maintained till the disposal of Industrial Dispute No. 30 of 1967 so far as the petitioners are concerned and that the petitioners would not be prejudiced in any way.

14. In the result so far as the dispute that is referred to this Tribunal for adjudication is concerned I hold that the question whether the respondent is justified in designating the petitioners as Auxiliary Turbine Attendents and placing them in category I it as per the Central Wage Board Recommendation, or not cannot be considered at this stage in view of the pendency of I.D. No. 30 of 1967 and that this aspect of the matter has to be agitated by the petitioners in D. No. 30 of 1967 and that if any finding is given in the present industrial dispute it would be only prejudging the relevant issues in I.D. No. 30 of 1967 and so the status quo has to be maintained till the disposal of I.D. No. 30 of 1967 and that the petitioner are not entitled to any relief in the present industrial dispute at this stage.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 16th day of August. 1972.

(Sd.) P. S. ANANTH. Industrial Tribunal. Appendix of Evidence

Witness examined for petitioners:

W.W. 1-V. SATYANARAYANA

W.W. 2—A. RAJAIAH

Witness examined for Respondents:
M.W. 1—A. M. MATHEW

Documents exhibited for Petitioners:

Ex. W1—Operating instructions recommended by the Rumanian Manufacturers regarding supervision of turbine and auxiliary installations while in operation.

Documents exhibited for Respondents:

Ex. M1—Representation of Sri V. Satyanarayana, dt. 23rd June, 1967, addressed to the Agent, Ramagundam Division.

Ex. M2-Signature of V. Satyanarayana on Ex. M1.

Ex. M3—Letter dt. 16th August, 1969 from the Agent, Ramagundam Division-I addressed to Sri V. Satyanarayana.

Ex. M4—Letter dt. 27th August, 1970 of the Secretary, A. P. Singareni Colliery Mazdoor Sangh addressed to the Erection Engineer 18 M.W. power station, Godavari Khani.

Ex. M4(a)—Endorsement of the Erection Engineer, 18 M.W. Power Station, Ramagundam Division on Ex. M4 addressed to the Agent, Ramgundam I on 3rd September, 1970.

P. S. ANANTH, Industrial Tribunal. [No. 2112/28/71-LRII.]

S.O. 2549.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Belampalli Division, Post Office Belampalli (Andhra Pradesh) and their workmen, which was received by the Central Government on the 23rd August, 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD.

PRESENT:-

Sri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 61 OF 1971

BETWEEN:

Workmen of Singareni Collieries Company Limited, Bellampalli Division (P.O.) Bellampali

Ann

Management of Singareni Collieries Company Limited, Bellampalli Division (P.O.) Bellampalli.

APPEARANCES:

Sri S. Nagaiah Reddy, President, Tandur Coal Mines Labour Union, Bellampalli for workman.

Sri M. Shyam Mohan, Personnel Officer, S. C. Co., Ltd., Bellampalli, for Management.

AWARD

The Government of India. Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 7/31/70-LR.II dated 3rd September. 1971 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act. 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely,

"Whether the suspension of Sri Durgam Posham Clay Catridge Mazdoor, No. 2 Incline, Bellamvalli Division of the Singareni Collieries Company Limited from the 2nd September, 1969 to the 23rd September, 1969 without wages by the management is justified: If not, to what relief is the workman entitled"?

This reference was taken on file as Industrial Dispute No. 61 of 1971 and notices were issued to the parties. For the purpose of convenience the claimant who is a Workman of Singareni Collieries Company Limited, Bellampalli Division and Singareni Collieries Company Limited, Bellampalli Division are referred to as the petitioner and respondent respectively in the course of this award.

- 2. The petitioner filed his claims statements stating that the Management without any reasonable cause did not allow him to work from 2nd September, 1969 to 23rd September, 1969, that even though he had daily attended duty he was marked absent by way of punishment and that the Management is not justified in not paying him wages between the period 2nd September, 1969 to 23rd September, 1969.
- 3. The respondent in its counter contended that on 2nd September, 1969 when the petitioner was sent to South Crosscut side of No. 2 Incline, he stopped his normal duty of helping the female mazdoors in carrying the claypills and loading them into the tubs, that during the period from 2nd September, 1969 to 23rd September. 1969 another person was engaged in the petitioner's place, that the petitioner had started discharging his normal duties only from 24th September, 1969 and so the petitioner is not entitled to any wages for the period from 2nd September, 1969 to 23rd September, 1969.
- 4. After the filing of the claims statement and the counter in this case the matter was adjourned from time to time as it was represented that the parties were trying to settle the matter and finally when the matter was posted to 17th August, 1972 the petitioner and the respondent filed a memo of compromise praying that an award may be passed in terms of the compromise and the same was recorded.
- 5. Now the dispute is with reference to non-payment of wages for the period from 2nd September 1969 to 23rd September. 1969 i.e., for nearly 22 days. The contention of the respondent is that the petitioner refused to do normal duties during that period and that another person was engaged. Now from the memo of compromise, it is seen that the parties had agreed that without prejudice to their contentions the petitioner should be paid wages for 9 days considering the nature of the dispute and the nature of the settlement arrived at I am satisfied that the compromise arrived at is a fair compromise and that an award can be passed in terms of the compromise.
- 6. In the result an award is passed in terms of the compromise. A copy of the memo of compromise shall be attached to the award.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 18th day of August, 1972.

(Sd.) P. S. Ananth, Industrial Tribunal.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD.

INDUSTRIAL DISPUTE No. 61/71.

The Workmen of Singareni Collieries Company Ltd..
Bellampalli Divn., represented by The President, Tandur Coal Mines Labour Union, Bellampalli.

Vs

The Management of Singareni Collieries Company Ltd., Bellampalli Divn.

Memo of Compromise.

This Memo of Compromise sheweth.

The Government of India by reference No. 7/31/70-L.R.II. dated 3rd September, 1971 referred whether the Management was justified in suspending Sri Durgam Posham Clay Catridge Mazdoor, No. 2 Incline, Bellampalli from the 2nd September, 1969 to 23rd September, 1969 without wages. The reference is registered as I.D. 61/71.

- 2. The President, Tandur Coal Mines Labour Union submitted claim statement dated 30th October, 1971 and the Management filed the Counter Statement dated 18th December, 1971.
- 3. Both the parties held discussions from time to time and finally agreed to compromise as per the term shown herein and for filing before the Hon'ble Tribunal.
 - (a) That without prejudice to the contentions of the parties it is agreed that 9 days wages will be paid to the workman and the rest of the days are to be treated as idle days without wages.
 - (b) The matter is finally and fully settled and the parties will bear their costs. The parties pray that an Award may be passed in terms of the Compromise.

Signature of the Parties:

On behalf of the Management; (Sd.) M. SHYAM MOHAN, Personnel Officer,

The S.C. Ltd., Bellampalli:

On behalf of the Workmen:
(Sd.) S. NAGAIAH REDDY,
President,
TOMI Halom Ballaman

T.C.M.L. Union, Bellampalli.

Dated: 7th August, 1972.

Witnesses:

1. (Sol.) Asst., H.C., Labour Office. 2. (Sol.) 7-8-1972 Steno Labour Office.

> (Sd.) P. S. ANANTH, Industrial Tribunal. [No. 7/31/70-LRII.]

S.O. 2550.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Post Office Kothagudem Collieries (Andhra Pradesh) and their workmen, which was received by the Central Government on the 23rd August, 1972.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri P. S. Ananth, B.Sc., B.L., Chairman, Industrial Tribunal (C), Andhra Pradesh, Hyderabad. INDUSTRIAL DISPUTE No. 25 of 1969

BETWEEN

Workmen of Singareni Collieries Company Limited, Kothagudem.

AND

Management Singareni Collieries Company Limited, Kohagudem.

APPEARANCES:

Sri M. Komarai h, General Secretary, S. C. Workers' Unit m, Kothagudem, for workmen.

Sri K. Srinivasarhurthy, Hony. Secretary, Federation of A. P. Chambers of Commerce and Industry, for management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, by its Order No. 7/53/

68-LR II, dated 6th September 1969 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely:—

"Having regard to the nature of duties performed by Sarvashri S. Laxmiah, G. Ramachander and Laxminarayana as Tub-repairers in No. 2 Incline, how far is the management of Singarchi Collieries Company Limited, Kothagudem justified in placing them in new category II under the Central Wage Board Recommendations?

If not, what extent of relief these workmen are entitled to and from what date?"

This reference was taken on file as Industrial Dispute No. 25 of 1969 and notices were issued to the parties. For the purpose of convenience the workmen of Singareni Collieries Company Limited, Kothagudem who are the claimants are referred to as the petitioners and Singareni Collieries Company Limited, Kothagudem is referred to as the respondent in the course of this Award.

- 2. The petitioners are represented by the Singareni Collieries Workers Union, Kothagudem and the General Secretary of the said Union filed the claims statement contending as follows: The respondent has not placed the petitioners in new category IV as per the Wage Board recommendations as Tub-repairers in spite of the fact that they are Tub-repairers. All their colleagues, who were in old category III in No. 5 incline and in No. 7 incline, have been placed in new category IV. The petitioners have been placed only in new category II instead of in new category IV at the time of implementation of the Wage Board recommendations. The concerned workmen are not mazdoors but are repairers and work as tub-repairers. The petitioners are entitled to be placed in new category IV.
- 3. The respondent filed its counter contending as follows: The allegation that the petitioners were working as tub-repairers is misconceived, since the reference had been made on the assumption that the petitioners were working as Tub-repairers and so the reference is bad in law. The subject matter of this dispute is pending before this Tribunal in I.D. No. 30 of 1967 as the Union have claimed new category V for these workmen. The point for determination in this case will have to be decided by this Tribunal in I.D. No. 30 of 1967. So any decision in this case will fore-close the decision on those points which will have to be considered in I.D. No. 30 of 1967. As the dispute pertaining to the present class of workers is also pending in I.D. No. 30 of 1967 the reference is not maintainable. Assuming that the said reference is correct, the dispute had been referred by the Government of India after No. 2 Incline was closed. So the question of giving them any relief under the reference does not arise. In view of the existing financial strains it will not be possible for the management to absorb any financial burden, that the Coal Award had prescribed category IV to Tub-repairers and grade II to Tub repairing mazdoor. At the time of implementation of the Coal Award in 1956, the tub-repairing section workers were on piece rate. When there was reduction in piece rate work it was considered desirable to draft these workers to daily rate and this was done in consultation with the Union. Thus the assistant Tub-repairer was placed in old category III at the time of bringing them to the time rate category and in accordance with the practice prevailing in that section that the other Tub-repairers who were formerly piece rated were allotted old category VI and VII. While these categories were allotted to the then existing workmen in the Tub-repairing section, the persons subsequently appointed were invariably allotted old category IV for Tub-repairs and old category II for Tub-repairing mazdoors. Thus there

were mazdoors known as Assistant Tub-repairers in old category III and mazdoors under category II doing the same type of work. While implementing the Wage Board recommendations they were allotted new category II and they were designated as Tub-repairing mazdoors. Although they were designated as Tub-repairing mazdoor in category II, the petitioners were continued in the class of semi-skilled lower and the job description is the same as was in old category III and the petitioners were getting higher emoluments in new category III than what they were getting in old category III. No old category III Assistant Tub-repairer/Tub-repairing mazdoors had been placed in new category IV and all such workmen were placed only in new category II. The entire case of Tub-repairers and Tub-repairing mazdoors was discussed before the sub-Committee of the Wage Board and an agreement, which formed part of the proceedings of the Wage Board, was arrived at. As per that agreement among other items it was agreed that the Tub-repairing mazdoors in existing categories II and III shall be allotted new category 2. So the action of the management in placing the petitioners in new category II is in conformity with the recommendations of the Wage Board. Long after the implementation of the Coal award in 1956, in 1966 Singareni Collierics Workers Union raised a dispute demanding that the same workers shall be designated as Tub-repairers and should be placed in old category IV. Then the Labour Enforcement Officer (C) Kothagudem made a spot inspection and confirmed that they were working as mazdoors only. So that dispute was closed. Consequent upon the closure of A.I. No. 2 all the workmen of that mine including the petitioners were rendered surplus and in due course all the 'said workmen were rehabilitated in other mines. So the demand of the petitioners is not justified.

- 4. The dispute that is referred to this Tribunal for adjudication is whether having regard to the nature of the duties performed by the petitioners as Tubrepairers in No. 2 incline, the respondent is justified in placing them in new category II?
- 5. After the filing of the claims statement and the counter the matter was posted for enquiry and both parties adduced their evidence. The petitioners examined W.Ws.1 to 4 on their side and marked Exs. W.1 to W.4 and the respondent examined M.W.1 on its side and marked Exs. M.1 to M.4. When the matter came up for further enquiry on 10th August 1972 both parties filed a memo of settlement and requested that an award may be passed in terms of the settlement arrived at. Now the dispute raised by the petitioners is that they were working as Tub-repairers in No. 2 Incline under the respondent and that they should have been placed in new category IV whereas the respondent had placed them in new category II after the implementation of the Central Wage Board recommendations and that this action on the part of the respondent is not justified. The respondent in its lengthy counter gave the reasons as to why the petitioners were placed in new category II after the implementation of the recommendations of the Wage Board.
- 6. A perusal of the present memorandum of settlement shows that the Union had agreed to withdraw its demand and that the respondent had agreed to promote two of the petitioners namely S. Laxmiah and G. Ramachander to Category IV as tub-repairers and as and when vacancies arise in that category and that they would be placed also given preference to others. The evidence in this case shows that the other petitioner Laxminarayana had subsequent to the reference resigned on voluntary retirement scheme and went away. So the question of granting any relief to him in the present proceedings does not arise and so the present settlement entered into between the parties relates only to the other two petitioners. So far as the claim in this case is concerned, the petitioner's contention is that they ought to have been placed in new category IV and now the respondent

had agreed that two of the petitioners still working would be promoted to new category IV as and when vacancies arise. So in effect as per the settlement these two petitioners viz., S. Laxmiah and G. Ramachander get what they wanted. I am satisfied that the settlement is fair and that an award can be passed in terms of the settlement.

7. In the result an award is passed in terms of the settlement. A copy of the memorandum of settlement shall be attached to the award.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 14th day of August, 1972.

(Sd.) P. S. Ananth, Industrial Tribunal.

Appendix of Evidence:

Witnesses examined for petitioner;

Witnesses examined for respondent;

W.W. 1—S. Lakshmayya

M.W. 1 G. Kanakalingeswara Rao.

W.W. 2-G. Ramachander

W.W. 3-Mohammed Sherif

W.W. 4-Gunda Rajalingam

Documents Exhibited for Petitioners:

Ex. W.1—Letter dated 27th September 1969 of Management to Sri Laxmiah to attend the enquiry on 30th September 1969.

Ex. W.2-Identification card of Ramachander.

Ex. W.3-Identification card of Enkaty.

Ex. W.4—Identification card of Ramashanker.

Documents Exhibited for Respondent:

Ex. M.1—Circular dated 13th October 1967 issued by the Singareni Collieries Co. Ltd., Kothagudem regarding implementation of Central Wage Board, recommendation for Coal mining industry.

Ex. M.2—Statement of pay fixation under the Wage Board Award to G. Ramachander,

Ex. M.3—Statement of pay fixation under the Wage Board Award to Laxminarayana.

Ex. M.4—Award of Sri M. Najmuddin, Industrial Tribunal (Central) at Hyderabad dated 15th October 1966 in I.D. No. 4 of 1965.

Industrial Tribunal.

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL (C) HYDERABAD

In the matter of I.D. 25 of 1969.

Between:

The Workmen represented by S. C. Workers Union.—Workmen.

And

The Management of Singareni Collicries Co. Ltd., Kothagudem.—Management.

Both the parties hereby agree that an award may be passed in terms of compromise which is as follows:

- (1) The Singareni Collicries Workers Union hereby withdraws the demand for placing Sri S. Laxmiah, G Ramachander and Laxminarayana in new category IV as per the Central Wage Board recommendations.
- (2) The management hereby agrees to promote Sri S. Laxmatah and Sri G. Ramachander as category IV (four) as Tub-repairers as and when vacancy arise in that category in

Kothagudem Division. They will be given perference over others,

May be pleased to consider.

(Sd.) M. Komariah, General Secretary, S. C. Workers' Union. (Sd.) K. Srinivasamurthy, 10-8-72.

(Sd.) V. Gopala Sastry.

(Sd.) P. S. ANANTH, Industrial Tribunal.

[No. 7/53/68-LRII.]

ORDER

New Delhi, the 8th September 1972

S.O. 2551.—Whereas n industrial dispute exists between the management of Ballarpur, Sasti Ghugus Collieries of Messrs Ballarpur Collieries Company Limited, Nagpur and their workmen represented by the Maharastra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Nagpur;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of subsection (3) of section 10A of the said Act, the Central Government hereby publishes the said arbitration agreement which was received by it on the 16th August, 1972.

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)
Between:

Names of parties:

- Representing employers.—1. The General Manager, Ballarpur Collieries Co., Bissessar House, Temple Road, Nagpur.
- The Chief Mining Engineer, Hindustan Lalpeth Colliery, P.O. Chandrapur, Distt. Chandrapur.
- The Agent Chanda Rayatwari Colliery, P.O. Chandrapur, Distrirt Chandrapur.
- Representing workmen.—1. Shri S. W. Dhabe, President Maharastra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Walker Road, Nagpur.
- Shri G. M. Khode, Working President, Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Walker Road, Nagpur.
- Shri R. C. Pandey Vice-President, Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, P.O. Chandrapur, Distt. Chandrapur.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri W. K. Almelkar, Presiding Officer, Central Government Industrial Tribunal, Nagpur.

- (i) Specific matter in dispute.—"Whether the workmen of Ballarpur, Sasti, Ghugus Hindustan Lalpeth, Chanda Rayatwari Collieries in Chandrapur District of Maharashtra State are justified in demanding variable dearness allowance at the rate of Rs. 2.13 per day for the period from 1st April, 1972 to 14th August, 1972?"
- (ii) Details of the parties to the dispute.—(a) Ballarour. Sasti and Ghugus Collieries of the Ballarpur Collieries Company, Nagpur.
- (b) Hindustan Lalpeth Colliery of M/s. Perfect Potteries Ltd., P.O. Chandrapur, District Chandrapur.
- (c) Chanda Rayatwari Colliery of M/s. Rao Bahadur Seth Shreeram Durgaprasad, Nagpur.

versus

- (a) Workmen represented by the Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Nagpur.
- (iii) Name of the union, if any, representing the workmen in question.—Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Nagpur.
- (iv) Total number of workmen employed in the undertaking affected:

Ballarpur Colliery					1500
Sasti Colliery .					1100
Ghugus Colliery .					2300
Hindustan Lalveth Co	llict	y			1200
Chanda Rayatwari Coli				•	400

(v) Estimated number of workmen affected or likely to be affected by the dispute:

6500 Workmen.

The arbitrator shall make his award within a period of three months from the date of publication of the same in the Gazette or within such further time as is extended by mutual agreement between us in writing.

Signature of Parties

Representing employers:
Sd./-M. K. JHA,
7-8-72
General Manager, Ballarpur
Collicries Co., Nagpur.

Sd./- R. G. GUPTA, 7-8-72.

Chief Mining Engineer, Hindustan Lalpeth Colliery,

Sd./- S.G RAO, 7-8-72.

Agent, Chanda Rayatwari Colliery.

Witness:— 1. Sd./- R. K. SINGH,

> (ii) Sd./- Mohanlal, Office of the RLC (C), Bombay,

> > Representing workmen:
> > Sd./- S. W. DHABE,
> > President,
> > Sd./- G. M. DHODE,
> > Wg. President

Sd./- R. C. PANDEY, Vice President.

Sd./- W. K. ALMELKAR, 7-8-72.

Central Government Industrial Tritural, Maharashtra, Nagpur.

[No. L/22013/3/72-LRII.]

KARNAIL SINGH, Under Secy.

अम ग्रौर पुनर्वास मंत्रालय (अमं ग्रौर रोजगार विमाग)

ग्रादेश

नई दिल्ली, 8 सितम्बर, 1972

का॰ ग्रा॰. 2551--यतः मैसर्स बल्लारपुर कोलियरीज कम्पनी लि॰ नागपुर की बल्लारपुर, सास्ती, धुगुस कोलियरियों के

प्रबन्ध से धौर उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व महाराष्ट्र प्रदेश कोयला खदान कामगार संघ, नागपुर करता है, एक भौद्योगिक विधाद विद्यमान है;

श्रीर यतः उक्त नियोजकों श्रीर कर्मकारों ने श्रौद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के श्रनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थम् के लिए निर्देशित करने का करार कर दिया है श्रौर उक्त माध्यस्थम् कंरार की एक प्रति केन्द्रीय सरकार को भेजी गई है।

श्रतः, श्रव, श्रौद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 10-क की धारा (3) के उपबन्धों के श्रनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम् करार को, जो उसे 16 श्रगस्त, 1972 को मिला था, एतद्द्वारा प्रकाशित करती है।

(करार)

(भौद्योगिक विवाद श्रिधिनियम, 1947 की धारा 10-क के श्रधीन) के बीच

पक्षकारों के नामः

नियोजकों का प्रतिनिधित्व करने वाले :

 महाप्रबन्धकः, बल्लारपुर कोलियरी कं० बिस्सेसार हाउस, मंदिर मार्ग, नागपुर ।

कर्मकारों का प्रतिनिधित्व:

- मुख्य खनन इंजीनियर, हिन्दुस्तान लालपेठकोलियरी, डाकघर—चन्द्रपुर जिला—चन्द्रपुर।
- एजेन्ट,
 चान्दा रायातवारी कोलियरी,
 डाकघर—चन्द्रपुर,
 जिला—चन्द्रपुर ।

कर्मकारों का प्रतिनिधित्व करने वाले:

- श्री एस० डब्ल्यू धावे, प्रधान महाराष्ट्र प्रदेश राष्ट्रीय कीयला खदान कामगार संघ, बाकर रोड, नागपूर।
- श्री जी० एम० खोदे, कार्यकारी
 प्रधान, महाराष्ट्र प्रदेश
 राष्ट्रीय कोयला खदान
 कामगार संघ, बाकर रोड,
 नागपुर ।

3.	श्री	स्रार	o	सी	0	पाण	डेय,
	उप-प्र	धान	,				
	महार	ाष्ट्र	प्रदे	मा	7	सब्द्री	य
	कोयर	1	ख	ान	•	काम	गार
	संघ,						

डाकघर--चन्द्रपूर,

जिला---चन्द्रपुर ।

पक्षकारों के बीच निम्नलिखित श्रौद्योगिक विवाद को डक्ट्यू के श्रालमेल्कार, पीठासीन श्रिधकारी, केन्द्रीय सरकार श्रौद्योगिक न्यायधिकरण, नागपुर के माध्यस्थम् के लिए निर्देशत करने का एतद्द्वारा करार किया गया है:

1. त्रिनिर्विष्ट विवाद प्रस्त "क्या महाराष्ट्र राज्य के चन्द्रपुर जिले की बल्लारपुर, सास्ती, धृगुस हिन्दुस्तान लालपेठ, चांदा रायातवारी कोलियरियों के कर्मकारों का 1-4-1972 से 14-8-1972 तक की प्रविध के लिए, 2.13 रुपये प्रति दिन की दर से परिवर्ति मंहगाई भत्ते की मीग करना

 विवाद के पक्षकारों का विवरण:

- (क) बल्नारपुर कोलियरीज, कम्पनी, नागपुर की बल्लारपुर, सास्ती श्रौर धुगुस कोलियरीज।
- (ख) मेसर्स परफैक्ट पाटरीज लिमिटेड,

डाकघर--चन्द्रपुर

न्यायोचित है ?

जिला--चद्रपुर की हिन्दुस्तान लालपेठ कोलियरी।

- (ग) मैंसर्स राव बहादुर सेठ श्रीराम दुर्गा प्रसाद, नागपुर का चान्दा रायतवारी कोलियरी।
 - ---बनाम
- (क) कर्मकार, जिनका प्रति-निधित्व महाराष्ट्र प्रदेश राष्ट्रीय कोयला खदान कामगार संघ, नागपुर करता है।
- 3. यदि कोई संघ प्रश्नगत महाराष्ट्र प्रदेश राष्ट्रीय कोयलः का प्रतिनिधित्व करता खदान कामगार संघ, नागपुर। हो तो उसका नाम।

	-	
4. प्रभावित उपऋम में	बल्ला रपुर	1500
नियोजित कर्मकारों की	सास्ती कोलियरी	1100
कुल संख्या	धुगुस कोलियरी	2300
	हिन्दुस्तान लालपेठ	
	कोलियरी	1200
	चान्दा रायातवारी	
	कोलियरी	400

5. विवाद द्वारा प्रभावित होने

या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या 6500 कर्मकार ।

मध्यस्थ श्रमना पंचाट उसके राजपत्न में प्रकाशन के तीन मास की कालाविध या इतने श्रीर समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ावा जाय, देगा।

पक्षकारों के हस्लाक्षर

नियोजकों का प्रतिनिधित्व करने कर्मकारों का प्रतिनिधित्व वाले: करने वाले

ह०/-एम० के० झा ह०/-एस

ह०/-एस० डब्ल्यू० धाबे प्रधान।

उप प्रधान ।

महाप्रबंध क,

7-8-72

बल्लारपुर कोलियरीज कम्पनी ह०/-जी० एम० खोदे नागपुर, कार्यकारी प्रधान

ह०/**- श्रा**र० जी० गु**प्**त

ह०/-श्रार० सी० पाण्डेय

7-8-72 (भ्रार० जी० गुप्त)

मुख्य खनन इंजीनियर, हिन्दुस्तान लालपेठ कोलियरी ।

ह०/- एस० जी० राव,

7-8-72

(एस० जी० राव) एजेन्ट, चांदा रायातवारी कोलियारी ।

साभा

1. ह०/- भ्रार० के० सिंह

ह०/- डब्ल्यू० के० मालमेकर

2, ह०/- मोहनलाल

7-8-72

क्षेत्रीयश्रमायुक्त (के.द्रीय), बम्बद्दका कार्यालय। भौद्योगिक न्यायाधिकरण, महाराष्ट्र, नागपुर

[संख्या एल०/22013/3/72-एल० मार० --2] करनैल सिंह, भवर सचिव ।

(Department of Labour and Employment)

New Delhi, the 8th September 1972

S.O. 2552.—Whereas the State Government of Orissa has, in pursuance of clause (d) of Section 4 of the

Employees' State Insurance Act, 1948 (34 of 1948), nominated Sri Bhupinder Singh, Secretary, Labour Employment and Housing Department to represent that State on the Employees' State Insurance Corporation, in place of Shri Braj Mohan Pandhi;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) S.O. No. 2763, dated the 27th May, 1971, namely:—

In the said notification, under the heading "(Nominated by State Governments under clause (d) of section 4)", for the entry against item 17, the following entry shall be substituted, namely:—

17. "Shri Bhupinder Singh, Secretary to the Government of Orissa Labour, Employment and Housing Department, Bhubaneshwar".

[No. F. U-16012/3/72-HI.] DALJIT SINGH, Under Secy.

(अम और रोजगार विभाग)

नई विल्ली, 8 सितम्बर 1972

का० आ० 2552.—यतः उड़ीसा राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (व) के अनुसरण में, श्री भुपीन्द्र सिंह, सचिव, श्रम, रोजगार और प्रावास विभाग को श्री श्री ब्रज मोहन पांग्री के स्थान पर कर्मे बारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्विष्ट किया है;

म्रतः, भ्रब, कर्मैचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, केन्द्रीय सरकार एतद्वारा भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना का 0 ग्रा 0 सं 0 2763, तारीख 27 मई, 1971 में निम्नलिखित और संशोधन करती है, प्रयात:

उक्स प्रधिसूचना में, "(राज्य सरकारों द्वारा धारा 4 के खण्ड (ष) के प्रधीन नामनिधिष्ट)" शीर्षक के नीचे मद 17 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी आएगी, प्रयात् :—

17 "श्री भुपीन्त्र सिंह, सिनव, उड़ीसा सरकार,

श्रम, रोजगार भौर भ्रावास विभाग, भूवनेश्वर।"

[सं॰ फा॰ यू॰ 16012/3/72-एच॰ श्राई॰]

दलजीत सिंह, म्रवर सचित्र।

MINISTRY OF WORKS AND HOUSING

New Delhi, the 5th September 1972

S.O. 2553.—Whereas certain modification which the Central Government proposed to make in the Master Plan for Delhi as regards the areas mentioned in the Schedule hereto annexed were published as notice [No. F.3(245)58-MP, dated the 25th September, 1971] in accordance with the provisions of section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections and suggestions, as required by sub-section (3) of section 11-A of the said Act.

And whereas the Central Government, after considering the objections and suggestions with regard to the area mentioned in the aforesaid Schedule, has decided to modify the Master Plan for Delhi;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11-A of the said Act, the Central Government, hereby makes the following modifications in the said Master Plan for Delhi, namely.

"An area measuring 11.7 hects., about 29 acres earmarked as "Recreational" (District park, playground and open spaces) in the Master Plan of Delhi, surrounded by Industrial Area in the North, National Highway No. 2 in the East, Master Plan "Green" in the South and the railway land in the West, located near Badarpur village falling in zone F. 19, be changed to "industrial use."

THE SCHEDULE

11.7 hectares of land surrounded by Industrial area in the North, National Highway No. 2 in the East, Master Plan 'green' in the South and railway land in the West, located near Badarpur Village.

[No. 10-2(3)/69-UD-I.] L. M. SUKHWANI, Under Secy.

निर्माण भीर भावास मंत्रालय नई दिल्ली, 5 सितम्बर, 1972

एस० श्रो 02553 — यतः केन्द्रीय सरकार ने विल्ली की बृहत योजना में, इसके साथ संलग्न ध्रनुसूची में उल्लिखित क्षेत्रों के सम्बन्ध में कितपय संशोधन करने का प्रस्ताव किया था, जिन्हें विनोक 25 सितम्बर, 1971 के नोटिस संख्या एफ-3(245)/58-एम०पी० के रूप में दिल्ली विकास श्रधिनियम, 1957 की धारा 44 के उपबन्धों के श्रनुसार प्रकाशित किया गया था, तथा उक्त श्रधिनियम की धारा 11-ए की उपधारा (3) के श्रनुसार जिसके लिए श्रापत्तियां तथा सुझाव श्रामंत्रित किए गए थे।

श्रीर यह कि केन्द्रीय सरकार ने पूर्वोक्त श्रनुसूची में दिए गये क्षेत्रों के सम्बन्ध में श्रापित्तयों तथा सुझावों पर विचार करने के पश्चात् दिल्ली की वृहत्त योजना में संशोधन करने का निर्णय किया है;

भ्रतएव, भ्रब केन्द्रीय सरकार, उक्त भ्रष्ठिनियम की धारा 11(क) की उप-धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करतें हुयें, दिल्ली की उक्त बृहत योजना में एतद्द्वारा निम्निलिखत संशोधन करती है; नामत:—

"जोन एफ-19 में बदरपुर ग्राम के निकट स्थित 11.7 हैक्टर भूमि का क्षेत्र जो लगभग29 एकड़ है, ग्रौर जो कि दिल्ली की बृहस्त योजना में "मनोरजंन" (डिस्ट्रिक्ट पार्क, खेल का मैदान सथा खुले स्थान के लिए उद्दिष्ट था जो उत्तर में ग्रौबोगिक क्षेत्र पूर्व में राष्ट्रीय राजमार्ग नं० 2, विक्षण में बृहत योजना के "हरित क्षेत्र" तथा पश्चिम में रेलवे की भूमि से घरा हुआ है, को अब "ग्रौबोगिक प्रयोजनार्थ" में बदल दिया जाये।"

अनुसूची

बदरपुर गांव के निकट स्थित 11.7 हेम्टर भूमि जो उत्तर में श्रौद्योगिक क्षेत्र, पूर्व में राष्ट्रीय राजमार्ग नं० 2, दक्षिण में नृहत योजना के "हरित क्षेत्र" तथा पश्चिम में रेलवे की भूमि से बिरा हुआ है

> [नं० 10-2(3)/69-मू०डी०] एल० एम० सुखवाणी सबर सचिव।

New Delhi, the 12th September 1972

S.O. 2554.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unthorised Occupants Act. 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being on officer equivalent to the rank of a gazetted officer of Government to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

THE TABLE

Designation of the Officer Categories of Public premises and local limits of jurisdiction.

(1) (2)

Secretary, Bharat Gold Mines Private Limited, Oorgaum Mysore State.

Premises under the administrative control of the Chairman-cum Managing Director, Bharat Gold Mines Private Limited, Mysore State.

[No, F. 21012(9)/72-Pol IV.]

R. B. SAXENA,
Deputy Director of Estates and
Ex-officio Under Secy.

नई दिल्ली, 12 सितम्बर, 1972

का० घा० 2554. — लोक परिसर (ग्रनिधकृत ग्रिधभोगियों की बेदखली) ग्रिधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त गक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतव्द्वारा, नीचे वी गई सारणी के स्तम्भ 1 में उल्लिखित ग्रिधकारी को, सरकार के राजपित ग्रिधकारी की पित्रत के समतुल्य ग्रिधकारी होने के नाते, उक्त ग्रिधिनियम के प्रयोजनों के लिए सम्पदा ग्रिधकारी नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट लोक परिसरों के सम्बन्ध में ग्रयने क्षेत्राधिकार की स्थानीय सीमा के भीतर उक्त ग्रिधिनियम द्वारा या के ग्रिधीन सम्पदा ग्रिधकारी को प्रदत्त गरितयों का प्रयोग करेगा ग्रीर ग्रिधरोपित कर्त्त ग्री मा पालन करेगा।

सारसी

मधिकारी का पद नाम लोक परिसरों के प्रवर्ग भीर क्षेंब्राधि-कार की स्थानीय सीमाएं

(1) (2)

सिवत, ग्रध्यक्ष एवं प्रबन्ध निदेशक, भारत गोल्ड माइन्स् मारत गोल्ड माइन्स प्रइनेंट लिमिटेड, प्राइवेट लिमिटेंड, मैसूर राज्य के प्रशासनिक नियंत्रणाधीन भ्रोरगांव परिसर मैसूर राज्य ।

[सं**० फा०** 21012(9)/72--पोल--4]

ग्रार० बी० सक्सेना, उप सम्पद्दा निदेशक ग्रौर पदेन ग्रवर मजिब, भारत सरकार।

MINISTRY OF TOURISM AND CIVIL AVIATION

ORDER

New Delhi, the 16th August 1972.

S. O.2555.—In pursuance of sub-rule (2) of rule 3 of the Aircraft Rules, 1937, the Central Government hereby authorises the Director General of Civil Aviation to exercise the powers conferred on it by rule 160 of the said rules to exempt anyair or after class or aircrafts orany person or class of persons from the operation of the provisions of the said rules as specified in column 2 of the Schedule given below to the extent if any, specified in the corresponding entry in column 3 of the said Schedule.

2. This order shall be valid for a period of ore year with effect from the date of its publication in the Official Gazette,

SCHEDULE

S. No. Provision of the said rules for which power to exempt is to be exercised.

Extent of application of such power

power

3

1. Rule 6

To exempt Indian Air Force Pilots from holding a licence before flying on aircraft registered in India and belonging to—

- (i) Hindustan Actorauties Ltd;
- (ii) Plant Protection Quarantine and Storage Directorate;
- (iii) Flying Clubs and/or Gliding Clubs for training of National Cadet Corpe Cadets, provided such pilot are qualified instructors of the National Cadet Corps;
- (iv) Aviation Research Centres
- (v) Border Security Force.
- 2 Rules 6 and 6A

To exempt test pilots of the Indian Air Force for the test flights of the 'Revethi Mark II' sircraft, designed and developed by the Technical Centre of the Civil Aviation Department,

Rule 41

(i) To exempt such applicant s for the issue of Flight Navigator's Licence, who are qualified Navigators from the Indian Air Force from the recency requirement in respect of flying experience and skill requirements stipulated in Section 'o' of Schedule II to the said rules provided such applicants possess the necessary flying experience, competency and standard of physical fitness and also possess recent flying experience stipulated in Paragraph 3 of the said Section 'O'.

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(ii) The exempt such! applicants for the issue of Commercial Pilots Licences Ratings, who are qualified pilots from the Indian Navy, from the recency requirement in respect of flying experience and skill requirement stipulated in Schedule II to the said rules provided such applicants possess the necessary flying experience, competency and standard of physical fitness and also possess such recent flying experience as laid down in the said Schedule for renewal of the licence.

- 4. Rule 60
- 5. Sub-rule (4) of rule 61
- 6. Paragraph of the Section 'A' of Schedule II
- 7. Paragraph 1(d) of each of the sections, 'D' 'E' and 'F' and paragraph 1(c) of each of the sections 'H' and 'I' of Schedule II.
- 8 Paragraph I(c) (iii) section 'K' of Schedule II.

To accept a straight solo cross-country flight of 30 nautical miles instead of the requirement of solo triangular cross-country flight.

[No. F. Av. 11013/10/72-A/AR/ 937(4)/1972]

S. N. Kaul, Dy. Socy.

पर्वेशन और नागर विमानन मंत्रालय

ग्रादेश

न**ई** विरुली, 16 धगस्त 1972

का० ग्रा० 2555. — वामुयान नियम, 1937 के नियम 3 के उपनियम (2) का श्रनुसरण करते हुए, केन्द्रीय सरकार एतद्द्रारा नागर विमानन महानिवेशक को नीचे दी गयी अनुसूची के स्तम्भ 2 में विनिविष्ट प्रकार से, उक्त श्रूप्रनुसूची के स्तम्भ 3 में तवनुरूपी प्रविष्ट में विनिविष्ट सीमा तक, यवि कोई हो, किसी विमान को श्रयवा विमानों की श्रेणी को श्रयवा किसी व्यक्ति को श्रयवा किसी व्यक्ति को श्रयवा किसी व्यक्ति को श्रयवा किसी व्यक्ति के प्रवर्तन से खूट देने के लिये उक्त नियमों के नियम 160 द्वारा प्रदक्त श्रपनौ शिक्तियों का प्रयोग करने का श्रिष्ठकार देती है।

2. यह श्रादेश इसके सरकारी राजपन्न में प्रकाशित होने की तारीख से एक वर्ष की सनिध के लिए वैद्य होगा।

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म्रनसच	Г
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कस उक्त नियमों का उप-सं० बन्ध जिसके सम्बन्ध में छूट देने की शक्ति का प्रयोग किया जाना है ऐसी शक्ति के प्रयोग की सीमा

2 3

. नियम ६

भारतीय वा युसेना के विमान-चालकों को भारत में पंजीकृत एवं निम्नलिखित से सम्बधित विमानों की उड़ान करने से पूर्व लाइसेंस लेने की ग्रपेक्षा से चूट वेना:—

- (i) हिन्दुस्तान एयरोनाटिक्स लि०;
- (ii) वनस्पति रक्षण, संगरोध तथा संचयन निदेशालय;
- (iii) नेशनल कैंडेट कोर के कैंडेटों को प्रशिक्षण देने के के लिये फ्लाइंग क्लबें और/ प्रथम ग्लाइंडिंग क्लबें, बशर्ते कि ऐसे विमानचालक नेशनल कैंडेट कोर के ग्राईता-प्राप्त प्रशिक्षक हों;
- (iV) विमानन ग्रनुसंधान केन्द्र;
- (v) सीमा सुरक्षा दल।

2. नियम 6 तथा 6 क

नागर विमानन विभाग के तकनीकी केन्द्र द्वारा डिजायन एवं
विकसित किए गए "रेवती मार्क
H" विमान की परीक्षण उड़ानों
के लिये भारतीय वायुसेना के
परीक्षण विमानचालकों को छूट
देना।

3 नियम 4 1

(i) उड़ान दिक्चालक लाइ-सेंस जारी करने के लिये ऐसे आवेदकों को, जो भारतीय वायु-सेना अर्हता प्राप्त दिक्चालक हैं, उक्त नियमों की अनुसूची II के खण्ड 'ण' में निर्धारित उड़ान अनुभव तथा कौशल अपेक्षाओं के सम्बन्ध में इनके हाल के होने की शर्त से जूट देना, बशर्तें कि

ग्रन<u>ुस</u>्ची

ऐसे श्रावेदक उड़ान श्रनुभव, सक्ष-मता तथा शारीरिक योग्यता का श्रावश्यक हैं स्तर रखते हों श्रीर उक्त खण्ड 'ण' के पैरा 3 में निर्धारित हाल का उड़ान श्रनु-भव भी रखते हों।

(ii) वाणिज्यिक विमान चालक लाइसेंस रेटिंग जारी करने के लिये ऐसे धावेदकों को, जो भार-तीय नौ-सेना से श्रर्हता-प्रान्त विमानचालक हैं, उक्त नियमों की म्रन्भूची II में निर्विष्ट उड़ान श्रनुभव तथा कौशल श्रपेक्षाश्रों के सम्बन्ध में इनके हाल के होने की शर्त से छट देना, बशर्ते कि ऐसे श्रावेदक उड़ान श्रनुभव, सक्ष-मता तथा शारीरिक योग्यता का श्रावश्यक स्तर रखते हों भौर ऐसा हाल का उड़ान धनुभव भी रखते हों जैसा कि लाइसेंस नवीकरण के लिये उक्त श्रनुसूची में निर्धारित किया गया है।

- 4. नियम 60
- नियम 61 का उपनियम
 (4)
- 6.' ध्रनसूची II के खण्ड 'क' का पैरा 6
- 7. श्रनुसूची II के खण्ड "घ",
 "डः", तथा "च" में से
 प्रत्येक का पैरा 1 (घ)
 श्रौर खण्ड "ज" तथा
 "स" में से प्रत्येक का
 पैरा 1 (ग)
- 8. श्रनुस्ची ii के खण्ड "ट" एकाकी विभुजाकार दीर्घातर कार्परा 1(ग) (iii) उड़ान की गर्त के बजाय 30 नाविक मील की एक सीधी एकाकी दीर्घातर उड़ान स्वीकार करना।

[सं०फा० ए०वी० 11013/10/72-ए०/ए०म्रार०/1937 (4)/ 1972]

सुरेन्द्र नाथ कौल, उप सचिव।

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 26th July 1972

- S.O. 2556.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor-General of India in respect of persons employed in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—
- 1. (1) These rules may be called the General Provident Fund (Central Services) Fourth Amendment Rules, 1972.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- 2. In the General Provident Fund (Central Services) Rules, 1960 (hereinafter referred to as the said rules), in rule 11, in sub-rule (6), the words, brackets and figures "sub-rule (5) of rule 13, sub-rule (3) of rule 20, sub-rule (4) of rule 22, sub-rule (1) of rule 24, sub-rule (1) or (2) of rule 25", shall be omitted.
 - 3. In rule 12 of the said rules-
 - (a) in sub-rule (2), the words "together with interest thereon" shall be omitted;
 - (b) after sub-rule (2), the following sub-rule shall be inserted, namely:—
 - "(3) when an advance is sanctioned under subrule (2) before repayment of last instalment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount."
 - 4. In rule 12 of the said rules-
 - (a) sub-rules (3) and (4) shall be omitted;
 - (b) in sub-rule (5), the words and figures "with interest at the rate provided in rule 11" and the proviso to the sub-rule shall be omitted.
- 5. In rule 14 of the said rules, the words and figures "with interest at the rate provided in rule 11" shall be omitted.
 - 6. In rule 16 of the said rules-
 - (a) in sub-rules (2) and (3), the words and figures "together with interest thereon at the rate determined under rule 11" shall be omitted:
 - (b) sub-rule (4) shall be omitted.
- 7. In rule 16-A of the said rules, the brackets and words "(with interest)" shall be omitted.
- 8. In rule 20 of the said rules, in sub-rule (3), the words and figures "with interest thereon at the rate provided in rule 11" shall be omitted.
- 9. In rule 22 of the said rules. in sub-rule (4), the words and figures "with interest thereon at the rate provided in rule 11", shall be omitted.
- 10. In rule 24 of the said rules, in sub-rule (1), in clause (d), the words and figures "with interest thereon at the rate provided in rule 11" shall be omitted.
- 11. In rule 25 of the said rules-
 - (a) in sub-rule (1)—
 - (i) in clause (i), the words and figures "with interest thereon at the rate provided in rule 11" and the words "with interest" shall be omitted;
 - (ii) in clause (ii), the words "with interest" shall be omitted;

- (b) in sub-rule (2), in clause (i) of the proviso, the words and figures "with interest at the rate provided in rule 11" shall be omitted.
- 12. In rule 29 of the said rules, the words and figures "with interest at the rate provided in rule 11," shall be omitted.
- 13. The provision of the said rules as amended by the General Provident Fund (Central Services) Fourth Amendment Rules, 1972, shall apply to any advance outstanding in the account of a subscriber on the day on which the General Provident Fund (Central Services) Fourth Amendment Rules, 1972, come into force.

[No. 2(2)-E.V.(B)/71.]

- S.O. 2557.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor-General of India in respect of persons employed in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Contributory Provident Fund Rules (India), 1962, namely:—
- 1. (1) These rules may be called the Contributory Provident Fund (India) Third Amendment Rules, 1972.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- 2. In the Contributory Provident Fund Rules (India), 1962 (hereinafter referred to as the said rules), in rule 12, in sub-rule (6), the words, brackets and figures "sub-rule (3) of rule 22, or sub-rule (4) of rule 24, or sub-rule (1) of rule 26, or sub-rule (1) or sub-rule (2) of rule 2, or rule 31 or" shall be omitted.
 - 3. In rule 13 of the said rules-
 - (i) in sub-rule (2), the brackets and words "(together with interest thereon)" shall be omitted;
 - (ii) after sub-rule (2), the following sub-rule shall be inserted, namely:—
 - "(3) When an advance is sanctioned under sub-rule (2) before repayment of last instalment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount."
 - 4. In rule 14 of the said rules—
 - (i) sub-rules (3) and (4) shall be omitted;
 - (ii) in sub-rule (5), the words and figures "with interest at the rate provided in rule 11" and the proviso to the sub-rule shall be omitted.
- 5. In rule 15 of the said rules, the words and figures "with interest at the rate provided in rule 12" shall be omitted.
 - 6. In rule 17 of the said rules-
 - (i) in sub-rules (2) and (3), the words and figures "together with interest thereon at the rate determined under rule 12" shall be omitted;
 - (ii) sub-rule (4) shall be omitted.
- 7. In rule 18 of the said rules, the words "with interest" shall be omitted.
- 8. In rule 22 of the said rules, in sub-rule (3), the words and figures "with interest thereon at the rate provided in rule 12" shall be omitted.
- 9. In rule 24 of the said rules, in sub-rule (4), the words and figures "with interest thereon at the rate provided in rule 12" shall be omitted.

- 10. In rule 26 of the said rules, in sub-rule (1), in clause (d), the words and figures "with interest thereon at the rate provided in rule 12" shall be omitted.
 - 11. In rule 27 of the said rules-
 - (i) in sub-rule (1)---
 - (a) in clause (i), the words and figures "with interest thereon at the rate provided in rule 12" and the word "with interest" shall be omitted;
 - (b) in clause (ii), the words "with interest" shall be omitted;
 - (ii) in sub-rule (2), in clause (i) of the proviso, the words and figures "with interest thereon at the rate provided in rule 12" shall be omitted.
- 12. In rule 31 of the said rules, the words and figures "with interest at the rate provided in rule 12", shall be omitted.
- 13. The provisions of the said rules as amended by the Contributory Provident Fund (India) Third Amendment Rules, 1972, shall apply to any advance outstanding in the account of a subscriber on the day on which the Contributory Provident Fund (India) Third Amendment Rules, 1972 come into force.

[No. 2(2)-E.V.(B)/71.]

S. S. L. MALHOTRA, Under Secy.

(Department of Expenditure)

(Defence Division)

New Delhi, the 10th August 1972

- S.O. 2558.—In exercise of the powers conferred by the proviso to Article 309 of the Constitution the President hereby makes the following rules to amend the Defence Accounts (Class III and IV posts) Recruitment Rules 1970, published with the notification of the Government of India in the Ministry of Finance, Department of Expenditure (Defence Division) No. S.O. 4025, dated the 23rd July, 1971 at pages 5704 to 5717 of Part II Section 3—Sub-section (ii) of the Gazette of India, dated 23rd October, 1971, namely:—
- 1. (1) These rules may be called the Defence Accounts (Class III and IV Posts) Recruitment (Amendment) Rules, 1972.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- 2. In the Defence Accounts (Class III and IV Posts) Recruitment Rules 1970, (hereinafter referred to as the said rules), after Rule 6, the following rule shall be inserted, namely:—
 - "7. Saving.—Nothing in these rules shall affect reservations and other concessions required to be provided for the Scheduled Castes and the Scheduled Tribes and other special categories of persons in accordance with the orders issued by the Central Government from time to time in this regard."
 - 3. In the Schedule to the said rules:---
 - (a) for the heading "Schedule—I—Class III Service" the heading "The Schedule—Part I—Class III Service" shall be substituted;
 - (b) in serial No. 5 relating to the post of Lower Division Clerks:—
 - (i) in column 7 for the figures "21", the figures "25" shall be substituted;
 - (ii) in column 11, in item (i)(b) for the figures "40" and "45", the figures "45" and "50" shall respectively be substituted;

- (c) in serial Nos. 6 and 11, relating to the posts of Key Punch Operators and Record-Clerks in Column 7, for the figures "21", the figures "25" shall be substituted;
- (d) for the heading "class IV services", the heading "Part II—Class IV Service" shall be substituted.

[No. 0698/AN-H.]

B. R. AGGARWAL,

Asstt. Financial Adviser (Defence Services)

वित्त मंत्रालय

(ध्यय विभाग)

(रक्षा प्रभाग)

नई विल्ली, 10 श्रगस्त, 1972

का० गा० 2558. — राष्ट्रपति, संविधान के अनुष्ठिव 309 के परन्तुक द्वारा प्रदत्त शिक्तयों का प्रयोग करते हुए, भारत के राजपत तारीख 23 अक्टूबर, 1971 भाग 2, खण्ड 3, उपखण्ड (ii) के पृष्ठ 5704 से 5717 तक पर भारत सरकार के वित्त मंत्रालय, क्यय विभाग, (रक्षा प्रभाग) की श्रिधसूचना सं० का० श्रा० 4025, तारीख 23 जुलाई, 1971 के साथ प्रकाशित, रक्षा लेखा (वर्ष 3 श्रीर 4 पद) भर्ती नियम, 1970 में संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाते हैं, श्रयीत् :—

- (1) इन नियमों का नाम रक्षा लेखा (वर्ग 3 और 4 पद)
 भर्ती (संशोधन) नियम, 1972 होगा।
- (2) ये नियम राजपक्षमें प्रकाशन की तारीख की प्रवृत्त होंगे।
- रक्षा लेखा (वर्ग 3 श्रीर 4 पद) भर्ती नियम, 1970 (जिसे इसमें इसके पश्चात् उक्त नियमों कहा गया है) में, नियम 6 के पश्चात निम्नलिखित नियम श्रन्तः स्थापित किया जाएगा, श्रर्थात्:-
 - " 7-व्यावृह्ति इन नियमों की कोई भी बांत ऐसे आरक्षणों श्रीर अन्य रियायतों पर प्रभाव नहीं डालेगी जिनका, केन्द्रीय सरकार द्वारा इस सम्बन्ध में समय समय पर निकाले गए श्रादेशों के अनुसार अनुसूचित जाति श्रीर श्रनस् विशेष प्रवर्ग के व्यक्तियों के लिए उपबन्ध करना श्रोधित है।"
 - 3. उक्त नियमों की ग्रनुसूची में :
 - (क) "श्रनुसूची 1- गर्ग 3 सेवा" "शीर्षक के स्थान पर "श्रनुसूची – भाग 1-वर्ग 3 सेवा" शीर्षक प्रतिस्थापित किया जाएगा ;
 - (ख) निम्न-श्रेणी-लिपिक के पद से संबंधित क्रम संब 5 में
 - (i) स्तम्भ 7 में श्रंक "21" के स्थान पर, श्रंक "25" प्रतिस्थापित किए जाएंगें;
 - (ii) स्तम्भ 11 में पद(i)(ख)में ग्रंक "40" ग्रीर "45" के स्थान पर क्रमशः ग्रंक "45" ग्रीर "50" प्रतिस्थापित किए जाएंगे;

- (ग) कींपच-आपरेटर और अभिलेख-लिपिक के पद से संबंधित कम सं० 6 और 11 में, स्तम्भ 7 में, श्रंक "21" के स्थान पर श्रंक "25" प्रतिस्थापित किए जाएंगे;
- (ण) "वर्ग 4 सेवा" गीर्षक के स्थान पर, "भाग 2-वर्ग 4 सेवा" गीर्षक प्रतिस्थापित किया जाएगा।

[संख्या 0698/ए० एन० एच०]

बी० ग्रार० प्रग्रवाल,

सहायक वित्त सलाहकार (रक्षा सेवा) ।

MINISTRY OF FOREIGN TRADE

New Delhi, the 16th September 1972

S.O. 2559.—Whereas, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government is of opinion that it is necessary or expedient so to do for the development of the export trade of India, that Saffron should be subject to quality control and inspection prior to export;

And whereas, the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council, as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposals may forward the same within thirty days of the date of publication of this notification to the Export Inspection Council, World Trade Centre, 14/1B, Ezra Street (7th Floor). Calcutta-1.

PROPOSALS

- To notify that Saffron shall be subject to quality control and inspection prior to export;
- (2) To specify the type of inspection in accordance with the draft Export of Saffron (Inspection) Rules, 1972, set out in the Annexure to this notification as the type of inspection which will be applied to such saffron prior to export;
- (3) To recognise the grade designations formulated under the Saffron Grading and Marking Rules, 1971 as the standard specifications for Saffron;
- (4) To prohibit the export in the course of international trade of Saffron, unless a mark or seal or label recognised by the Central Government has been affixed or applied to packages or containers of such saffron.
- 3. Nothing in this notification shall apply to export by sea, land or air of samples of saffron not exceeding in value of rupees twenty to prospective buyers.
- 4. "Saffron" meons the cut or broken stigmas of the plant Crocus sativus Linnaeus, produced in India.

THE ANNEXURE

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

- 1. 1. Short title and commencement.—(1) These rules may be called the Export of Saffron (Inspection) Rules, 1972.
 - (2) They shall come into force on
- 2. Procedure of inspection of Saffron prior to export.—The provisions of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the General Grading and Marking Rules, 1937 and the Saffron Grading and Marking Rules, 1971, shall so far as may be, apply to the inspection of Saffron prior to export.

[No. 6(11)/71-EI&EP.]

विदेश व्यापार मंत्रालय

नई दिल्ली, 16 सितम्बर 1972

का॰ आ॰ 2559.—यतः निर्यात (क्यालिटी नियंतण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक या समीजीन हैं कि केसर निर्यात के पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन किया जाए;

भौर यतः केन्द्रीय सरकार ने इस निमित्त नीचे विए गए प्रस्ताव बनाए हैं, भौर उन्हें निर्यात (नवालिटी नियंत्रण भौर निरीक्षण) नियम, 1964 के नियम 11, उप-नियम (2) द्वारा यथा अपेक्षित निर्यात निरीक्षण परिषद् को भेज विए गए हैं;

धतः धवः, उक्त उप-नियम के धनुसरण में केन्द्रीय सरकार उक्त प्रस्तावों को उससे संभाव्यतः प्रभावित होने वाली जनता की जानकारी के लिए एतव्द्वारा प्रकाशित करती है।

2. एतद्दारा सूचना वी जाती है कि उक्त प्रस्तावों के बारे में किन्हीं भ्राक्षेपों या सुझावों को भेजने की बांछा करने वाला कोई अपिक्त उन्हें इस ग्रिधसूचना के प्रकाशन की तारीख से तीस दिन के भीतर निर्यात निरीक्षण परिषद्, 'वर्ल्ड ट्रेड सेन्टर,' 14/1 बी, एजरा स्ट्रीट (सातवीं मंजिल), कलकत्ता-1 को भेज सकेगा।

प्रस्ताव

- (1) यह प्रधिसूचित करना कि केसर निर्यात के पूर्व क्वालिटी नियंत्रण भौर निरीक्षण के प्रधीन होगा।
- (2) इस म्रधिसूचना के उपाबंध में दिए गए केसर का निर्यात (निरीक्षण) नियम, 1972 के प्रारूप के म्रनुसार निरीक्षण के उस प्रकार को चिनिर्दिष्ट करना जो ऐसे केसर पर निर्यात के पूर्व निरीक्षण के लिए लागू किया जाएगा।
- (3) केसर श्रेणीकरण श्रीर चिह्न नियम, 1971 के प्रधीन बनाए गए श्रेणी-श्रभिद्यानों को केसर के लिए मानक विनिर्देशों के इप में मान्यता देना ;
- (4) केसर के ग्रंतर्राष्ट्रीय व्यापार के ग्रनुकम में निर्यात का तब तक प्रतिषेध करना जब तक कि ऐसे केसर के पैकजों या ग्राधानों पर केन्द्रीय सरकार द्वारा मान्यता प्राप्त चिक्ष या सील या लेखल न चिपकाए या न लगाए गए हों।

- 3. इस प्रधिसूचना की कोई भी बात, भविष्य लक्षी केताओं को बीस रुपयों के मूल्य से अनिधिक, समुद्र-मार्ग, भूमार्ग या वायु-मार्ग दारा केसर के नमुनों के निर्यात को लागू नहीं होगी ।
- 4. 'केसर' से, भारत में उत्पादित क्रोकस सेटीवस, लिनियस पौधे के कटे हुए टूटे हुए वर्तिकाग्र प्रभिन्नेत हैं।

उपाबंध

नियांत (स्वालिटी नियंत्रण भौर निरीक्षण) श्रिधिनियम, 1963 (1963 का 22) की धारा 17 के श्रधीन बनाए जाने वाले नियमों का प्राइप ।

- 1. संक्षिप्त नाम ग्रीर प्रारंभ :
 - (1) इन नियमों का नाम केसर का निर्यात (निरीक्षण) नियम, 1972 होगा।
 - (2) ये को प्रवृक्त होंगे।
- 2. निर्यात के पूर्व केसर के निरीक्षण की प्रक्रिया :

कृषि उत्पाद, (श्रेणीकरण और विद्वान) अधिनियम, 1937 (1937 का 1), साधारण श्रेणीकरण और विद्वान नियम, 1937 तथा केसर का श्रेणीकरण और विद्वान नियम, 1971 के उपबंध यायत्शक्य केसर के, निर्यात के पूर्व निरीक्षण को लागू होंगे।

[सं॰ 6(ii)/71-नि॰ नि॰ तथा नि॰ सं०]

S.O. 2560.—Whereas the Central Government, in exercise of the powers conferred by Section 8 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), proposes to recognise the grade designation mark described under rule 5 of the Saffron Grading and Marking Rules, 1971 with respect to Saffron, for the purpose of denoting that where packages or containing Saffron are affixed with the prescribed labels, the saffron in such packages or containers conform to the standard specifications applicable thereto under clause (c) of Section 6 of the said Act.

And whereas the Central Government has forwarded the aforesaid proposal to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule, the Central Government hereby publishes the said proposal for information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposal may forward the same within thirty days of the date of publication of this notification to the Export Inspection Council, World Trade Centre, 14/1B, Ezra Street (7th floor), Calcutta-1.

Explanation.—In this notification "Saffron" means the cut or broken stigmas of the plant Crocus sativus, Linnaeus, produced in India.

[No. 6(11)/71-EIEP.]

M. K. B. BHATNAGAR, Dy. Director (Export Promotion).

का॰ आ॰ 2560—यतः निर्मात (क्वालिटि नियंत्रण भौर निरक्षण) श्रिधनियम, 1963 (1963 का 22) की धारो 8 द्वारा प्रदत्त मित्तयों का प्रयोग करते हुए, केन्द्रीय सरकार, केसर का श्रेणीकरण और चिह्न नियम, 1971 के नियम 5 के श्रिधन विणित श्रेधी-श्रिभयान चिह्न को केसर के बारे में, यह दयोतित करने के लिए मान्यता देने का प्रस्ताव करती है कि जहां केसर से भरे पैकेजों या श्रिधानों पर बिहित लेवल लगाए गए हों, यहां ऐसे पैकेजों या श्रिधानों में भरा हुआ केसर उक्त श्रिधिनयम की धारा 6 खण्ड श्रिधीन उसे लागू होने वाले मानक विनिर्वेशों के सनस्प है।

श्रीर यतः केन्द्रीय सरकार ने उपरोक्त प्रस्ताव नियति (क्लालिटी नियंत्रण श्रीर निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) द्वारा यथा श्रपेक्षित निर्यात निरीक्षण परिषद् को भेजा है; श्रतः श्रव, उक्त उप-नियम के श्रनुसरण में, केन्द्रीय सरकार उक्त प्रस्ताव की उससे संभाव्यतः, प्रभावित होने वाली जनता की जानकारी के लिए एतद्द्वारा प्रकाशित करती है।

2. एतद्द्वारा सूचना दो जाती है कि उक्त प्रस्ताव के बारे में किन्हों ग्राक्षेपों या मुझावों को भेजने की बांछा करने वाला कोई व्यक्ति वह उन्हें इस अधिसूचना के प्रकाणन की तारीख से तीस दिन के मीतर नियात निरीक्षण, परिषद, वल्डू ट्रेड सेंटर', 14/1बी, एजरा स्ट्रीट (सातवीं मंजिल), कलकत्ता-1 को भेज सकेगा।

परिभाषाः इस अधिसूचना में 'केसर' से भारत में उत्पादित क्रोकस सेटीक्स लीनयस पौधे के कटे हुए या टूटे हुए वर्तिकाग्न अभिन्नेत हैं।

> [सं० 6(11)/71-नि० नि० तथा नि० सं०] एम० के० बी० भटनागर, उप निर्देशक (नियंति संवर्धन) ।